



**RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:**

**Bid Receiving - PWGSC / Réception des
soumissions - TPSGC**
11 Laurier St. / 11, rue Laurier
Place du Portage, Phase III
Core 0B2 / Noyau 0B2
Gatineau, Québec K1A 0S5
Bid Fax: (819) 997-9776

**LETTER OF INTEREST
LETTRE D'INTÉRÊT**

Comments - Commentaires

**Vendor/Firm Name and Address
Raison sociale et adresse du
fournisseur/de l'entrepreneur**

Issuing Office - Bureau de distribution
Defence Communications Division. (QD)
11 Laurier St./11, rue Laurier
Place du Portage, Phase III, 8C2
Gatineau, Québec K1A 0S5

Title - Sujet Cyber Security Engineering Support		
Solicitation No. - N° de l'invitation W8486-184083/B		Date 2017-10-03
Client Reference No. - N° de référence du client W8486-184083		GETS Ref. No. - N° de réf. de SEAG PW-\$\$QD-037-26465
File No. - N° de dossier 037qd.W8486-184083	CCC No./N° CCC - FMS No./N° VME	
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2017-10-11		Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>		
Address Enquiries to: - Adresser toutes questions à: Goyette, J-F		Buyer Id - Id de l'acheteur 037qd
Telephone No. - N° de téléphone (613) 219-0728 ()		FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Specified Herein Précisé dans les présentes		

Instructions: See Herein

Instructions: Voir aux présentes

Delivery Required - Livraison exigée See Herein	Delivery Offered - Livraison proposée
Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Telephone No. - N° de téléphone Facsimile No. - N° de télécopieur	
Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date

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PART 1 - GENERAL INFORMATION

1.1 Introduction

The bid solicitation is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by Bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

1.2 Summary

The objective of this RFP is to establish a Support Contract to provide Cyber Security Engineering services for the in-service support of the Land Command, Control, Communications, Computers, Intelligence, Surveillance and Reconnaissance System (Land C4ISR System). The method for accomplishing this work is to be proposed by the Contractor in its bid.

1.3 Controlled Goods Program

This requirement is subject to the Controlled Goods Program (CGP).

1.4 Security Requirements

NATIONAL SECURITY EXCEPTION – Canada has invoked a National Security Exception (NSE) for this requirement in order to ensure the required services are in place to support the military unique and vital software in times of crisis.

There is a security requirement associated with this requirement. For additional information, see Part 6 – Security, Financial and Other Requirements, and Part 7 – Resulting Contract Clauses. For more information on personnel and agency security investigations, bidders should consult the Industrial Security Program (ISP) website of Public Works and Government Services Canada <http://www.tpsgc-pwgsc.gc.ca/esc-src/index-eng.html>

1.5 Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

1.6 The Phased Bid Compliance Process applies to this requirement.

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The 2003 (2017-04-24) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

- Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days

Insert: 240 days

2.2 Submission of Bids

Bids must be submitted only to Public Services and Procurement Canada (PSPC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

Due to the nature of the bid solicitation, bids transmitted by facsimile to PSPC will not be accepted.

2.3 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of Bids is completed, Canada will inform the bidders of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

2.3.1 Definitions

For the purposes of this clause, "former public servant" is any former member of a department as defined in the Financial Administration Act, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"Lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the

implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the Public Service Superannuation Act (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the Supplementary Retirement Benefits Act, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the Canadian Forces Superannuation Act, R.S., 1985, c. C-17, the Defence Services Pension Continuation Act, 1970, c. D-3, the Royal Canadian Mounted Police Pension Continuation Act, 1970, c. R-10, and the Royal Canadian Mounted Police Superannuation Act, R.S., 1985, c. R-11, the Members of Parliament Retiring Allowances Act, R.S. 1985, c. M-5, and that portion of pension payable to the Canada Pension Plan Act, R.S., 1985, c. C-8.

2.3.2 Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes () No ()**

If so, the Bidder must provide the following information, for all FPSs in receipt of a pension, as applicable:

- a. name of former public servant; and
 - b. date of termination of employment or retirement from the Public Service.
- By providing this information, Bidder agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

2.3.3 Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes () No ()**

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than fifteen (15) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is

eliminated and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

2.5 Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidders.

2.6 Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least twenty (20) days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Canada requests that Bidders provide their bid in SEPARATELY BOUND sections as follows:

- Section I: Technical Bid (four (4) hard copies) and one (1) soft copy on USB memory stick;
- Section II: Industrial Technological Benefit- Value Proposition bid (four (4) hard copies) and one (1) soft copy on USB memory stick;
- Section III: Financial Bid (two (2) hard copies) and one (1) soft copy on USB memory stick;
- Section IV: Certifications (two (2) hard copies)

3.1.1 If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

3.1.2 **Prices must appear in the financial bid and ITB-VP Bid only. No prices must be indicated in any other section of the bid.**

3.1.3 Canada requests that Bidders follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, Bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

3.1.4 The reference documents (Data) identified in Annex A are available from the Contracting Authority on request. The document versions that will be provided reflect those currently in use.

3.1 Bid Contents

3.2.1 Section I: Technical Bid

In their technical bids, Bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability and describe their approach in a thorough, concise and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in

the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

3.2.2 Section II: ITB and VP Bid

In their ITB-VP bid, Bidders must describe clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient.

3.2.3 Section III: Financial Bid

3.2.3.1 Bidders must submit their financial bid in accordance with Attachment 3 to PART 4 of the RFP. The total amount of Applicable Taxes must be shown separately.

3.2.3.2 Exchange Rate Fluctuation

C3011T (2013-11-06), Exchange Rate Fluctuation

3.2.4 Section IV: Certifications

Bidders must submit the certifications and additional information required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Bidders will be evaluated to determine if they comply with the entire requirement of the RFP including the technical, ITB-VP and financial evaluation criteria.
- (b) Canada will use the Phased Bid Compliance Process described below.
- (c) An evaluation team composed of representatives of Canada will evaluate the Bids.
- (d) The definitions of mandatory requirements are as follows:

MANDATORY REQUIREMENTS: Bidders should note that all MANDATORY requirements are identified specifically with the word "shall", "must", "will", "mandatory". In the case where a MANDATORY item cannot be or is not complied with, the Bid shall receive any further consideration.

- (e) Compliance with all of the mandatory provisions of the RFP, including, without limitation, all Annexes, Attachments and the terms and conditions applicable to any resulting contract is mandatory.

4.2 Phased Bid Compliance Process

4.2.1 General

- a) Canada is conducting the Phased Bid Compliance Process described below for this requirement.
- b) Notwithstanding any review by Canada at Phase I or II of the Phased Bid Compliance Process, Bidders are and will remain solely responsible for the accuracy, consistency and completeness of their Bids and Canada does not undertake, by reason of this review, any obligations or responsibility for identifying any or all errors or omissions in Bids or in responses by a Bidder to any communication from Canada. THE BIDDER ACKNOWLEDGES THAT THE REVIEWS IN PHASE I AND II OF THIS PHASED BID COMPLIANCE PROCESS ARE PRELIMINARY AND DO NOT PRECLUDE A FINDING IN PHASE III THAT THE BID IS NON-RESPONSIVE, EVEN FOR MANDATORY REQUIREMENTS WHICH WERE SUBJECT TO REVIEW IN PHASE I OR II AND NOTWITHSTANDING THAT THE BID HAD BEEN FOUND RESPONSIVE IN SUCH EARLIER PHASE. CANADA MAY DEEM A BID TO BE NON-RESPONSIVE TO A MANDATORY REQUIREMENT AT ANY PHASE. THE BIDDER ALSO ACKNOWLEDGES THAT ITS RESPONSE TO A NOTICE OR CAR (EACH DEFINED BELOW) IN PHASE I OR II MAY NOT BE SUCCESSFUL IN RENDERING ITS BID RESPONSIVE TO THE MANDATORY REQUIREMENTS THAT ARE THE SUBJECT OF THE NOTICE OR CAR, AND MAY RENDER ITS BID NON-RESPONSIVE TO OTHER MANDATORY REQUIREMENTS.
- c) Without prejudice to its other rights, Canada shall have the right, in its absolute discretion, but shall not be obliged, to request and accept any time, before or after the solicitation closing date, and consider as part of the Bid, any document and materials from Bidders to clarify the Bid or to correct deficiencies or errors in the Bid that are not significant in Canada's absolute discretion, including all matters of form or error in computation or failure to confirm by signing or similarly verifying acceptance. This shall not limit Canada's right to request or accept any information after the bid solicitation closing in circumstances where the bid solicitation expressly provides for this right.

d) The PBCP does not limit Canada's rights under Standard Acquisition Clauses and Conditions (SACC) 2003 (2016-04-04) Standard Instructions – Goods or Services – Competitive Requirements nor Canada's right to request or accept any information during the solicitation period or after bid solicitation closing in circumstances where the bid solicitation expressly provides for this right, or in the circumstances described in subsection (c).

e) Canada will send any Notice or CAR by any method Canada chooses, in its absolute discretion. The Bidder must submit its response by the method stipulated in the Notice or CAR. Responses are deemed to be received by Canada at the date and time they are delivered to Canada by the method and at the address specified in the Notice or CAR. An email response permitted by the Notice or CAR is deemed received by Canada on the date and time it is received in Canada's email inbox at Canada's email address specified in the Notice or CAR. A Notice or CAR sent by Canada to the Bidder at any address provided by the Bidder in or pursuant to the Bid is deemed received by the Bidder on the date it is sent by Canada. Canada is not responsible for late receipt by Canada of a response, however caused.

4.2.2 Phase I: Financial Bid

- a) After the closing date and time of this bid solicitation, Canada will examine the Bid to determine whether it includes a Financial Bid and whether any Financial Bid includes all information required by the solicitation. Canada's review in Phase I will be limited to identifying whether any information that is required under the bid solicitation to be included in the Financial Bid is missing from the Financial Bid. This review will not assess whether the Financial Bid meets any standard or is responsive to all solicitation requirements.
- b) Canada's review in Phase I will be performed by officials of the Department of Public Works and Government Services.
- c) If Canada determines, in its absolute discretion that there is no Financial Bid or that the Financial Bid is missing all of the information required by the bid solicitation to be included in the Financial Bid, then the Bid will be considered non-responsive and will be given no further consideration.
- d) For Bids other than those described in c), Canada will send a written notice to the Bidder ("Notice") identifying where the Financial Bid is missing information. A Bidder whose Financial Bid has been found responsive to the requirements that are reviewed at Phase I, will not receive a Notice. Such Bidders shall not be entitled to submit any additional information in respect of their Financial Bid.
- e) The Bidders who have been sent a Notice shall have the time period specified in the Notice (the "Remedy Period") to remedy the matters identified in the Notice by providing to Canada, in writing, additional information or clarification in response to the Notice. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the Notice.
- f) In its response to the Notice the Bidder will be entitled to remedy only that part of its Financial Bid which is identified in the Notice. For instance, where the Notice states that a required line item has been left blank, only the missing information may be added to the Financial Bid, except that, in those instances where the addition of such information will necessarily result in a change to other calculations previously submitted in its Financial Bid, (for example, the calculation to determine a total price), such necessary adjustments shall be identified by the Bidder and only these adjustments shall be made. All submitted information must comply with the requirements of this solicitation.
- g) Any other changes to the Financial Bid submitted by the Bidder will be considered to be new information and will be disregarded. There will be no change permitted to any other Section of the Bidder's Bid. Information submitted in accordance with the requirements of this solicitation in response

to the Notice will replace, in full, only that part of the original Financial Bid as is permitted above, and will be used for the remainder of the bid evaluation process.

- h) Canada will determine whether the Financial Bid is responsive to the requirements reviewed at Phase I, considering such additional information or clarification as may have been provided by the Bidder in accordance with this Section. If the Financial Bid is not found responsive for the requirements reviewed at Phase I to the satisfaction of Canada, then the Bid shall be considered non-responsive and will receive no further consideration.
- i) Only Bids found responsive to the requirements reviewed in Phase I to the satisfaction of Canada, will receive a Phase II review.

4.2.3 Phase II: Technical Bid and ITB-VP Bid

- a) Canada's review at Phase II will be limited to a review of the Technical Bid and the ITB-VP Bid to identify any instances where the Bidder has failed to meet any Eligible Mandatory Criterion. This review will not assess whether the Technical Bid meets any standard or is responsive to all solicitation requirements. Eligible Mandatory Criteria are all mandatory technical criteria that are identified in this solicitation as being subject to the Phased Bid Compliance Process. Mandatory technical criteria that are not identified in the solicitation as being subject to the Phased Bid Compliance Process, will not be evaluated until Phase III.
- b) Canada will send a written notice to the Bidder (Compliance Assessment Report or "CAR") identifying any Eligible Mandatory Criteria that the Bid has failed to meet. A Bidder whose Bid has been found responsive to the requirements that are reviewed at Phase II will receive a CAR that states that its Bid has been found responsive to the requirements reviewed at Phase II. Such Bidder shall not be entitled to submit any response to the CAR.
- c) A Bidder shall have the period specified in the CAR (the "Remedy Period") to remedy the failure to meet any Eligible Mandatory Criterion identified in the CAR by providing to Canada in writing additional or different information or clarification in response to the CAR. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the CAR.
- d) The Bidder's response must address only the Eligible Mandatory Criteria listed in the CAR as not having been achieved, and must include only such information as is necessary to achieve such compliance. Any additional information provided by the Bidder which is not necessary to achieve such compliance will not be considered by Canada, except that, in those instances where such a response to the Eligible Mandatory Criteria specified in the CAR will necessarily result in a consequential change to other parts of the Bid, the Bidder shall identify such additional changes, provided that its response must not include any change to the Financial Bid.
- e) The Bidder's response to the CAR should identify in each case the Eligible Mandatory Criterion in the CAR to which it is responding, including identifying in the corresponding section of the original Bid, the wording of the proposed change to that section, and the wording and location in the Bid of any other consequential changes that necessarily result from such change. In respect of any such consequential change, the Bidder should include a rationale explaining why such consequential change is a necessary result of the change proposed to meet the Eligible Mandatory Criterion. It is not up to Canada to revise the Bidder's Bid, and failure of the Bidder to do so in accordance with this subparagraph is at the Bidder's own risk. All submitted information must comply with the requirements of this solicitation.
- f) Any changes to the Bid submitted by the Bidder other than as permitted in this solicitation, will be considered to be new information and will be disregarded. Information submitted in accordance with

the requirements of this solicitation in response to the CAR will replace, in full, only that part of the original Bid as is permitted in this Section.

- g) Additional or different information submitted during Phase II permitted by this section will be considered as included in the Bid, but will be considered by Canada in the evaluation of the Bid at Phase II only for the purpose of determining whether the Bid meets the Eligible Mandatory Criteria. It will not be used at any Phase of the evaluation to increase or decrease any score that the original Bid would achieve without the benefit of such additional or different information. For instance, an Eligible Mandatory Criterion that requires a mandatory minimum number of points to achieve compliance will be assessed at Phase II to determine whether such mandatory minimum score would be achieved with such additional or different information submitted by the Bidder in response to the CAR. If so, the Bid will be considered responsive in respect of such Eligible Mandatory Criterion, and the additional or different information submitted by the Bidder shall bind the Bidder as part of its Bid, but the Bidder's original score, which was less than the mandatory minimum for such Eligible Mandatory Criterion, will not change, and it will be that original score that is used to calculate any score for the Bid.
- h) Canada will determine whether the Bid is responsive for the requirements reviewed at Phase II, considering such additional or different information or clarification as may have been provided by the Bidder in accordance with this Section. If the Bid is not found responsive for the requirements reviewed at Phase II to the satisfaction of Canada, then the Bid shall be considered non-responsive and will receive no further consideration.
- i) Only Bids found responsive to the requirements reviewed in Phase II to the satisfaction of Canada, will receive a Phase III evaluation.

4.2.4 Phase III: Final Evaluation of the Bid

- a) In Phase III, Canada will complete the evaluation of all Bids found responsive to the requirements reviewed at Phase II. Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- b) A Bid is non-responsive and will receive no further consideration if it does not meet all mandatory evaluation criteria of the solicitation.

4.3 Technical Evaluation

4.3.1 Mandatory Technical Criteria

4.3.1.1 The Phased Bid Compliance Process will apply to all Mandatory Technical Evaluation Criteria and all Point Rated Technical Evaluation Criteria for which there is a minimum pass mark.

4.3.1.2 The Mandatory Technical Criteria are identified in Attachment 3 to Part 4.

4.4 Industrial and Technological Benefits Value Proposition Evaluation

4.4.1 Industrial and Technological Benefits Value Proposition (ITB-VP) Criteria

4.4.1.1 The Phased Bid Compliance Process will apply to all Mandatory ITB-VP Criteria

4.4.1.2 The ITB-VP Criteria are identified in Attachment 3 to Part 4.

4.5 Financial Evaluation

4.5.1 The price of the Bid will be evaluated in CAD dollars, DDP Destination Incoterms 2010 and excise taxes included, transportation and shipping charges included and the Goods and Services Tax or the Harmonized Sales Tax excluded, if applicable.

4.5.2 Bids will be evaluated in Canadian currency. Bids submitted in foreign currency will be converted to Canadian currency for evaluation purposes. The rate given by the Bank of Canada in effect on the bid solicitation closing date, or on another date specified in the bid solicitation, will be applied as a conversion factor to the bids submitted in foreign currency.

4.5.3 The Financial bids will be evaluated on the basis of the prices obtained from bidders in Attachment 3 to Part 4.

4.5.4 Mandatory Financial Criteria

4.5.4.1 The Mandatory Financial Criteria are identified in Attachment 3 to Part 4.

4.5 Basis of Selection

4.5.1 Highest Compliant Combined Rating of Technical Score, ITB Score and Price

4.5.1.1 To be declared responsive, a bid must:

- a. Comply with all the requirements of the bid solicitation; and
- b. Meet all mandatory criteria;

4.5.1.2 Bids not meeting a or b will be declared non-responsive

4.5.1.3 The selection will be based on the highest responsive combined rating of technical merit, ITB and price. The ratio will be 53% for the technical merit; 20% for the ITB; and 27% for the price.

1) Technical Score:

$\frac{\text{Total Point Rating for Bid} \times 53}{\text{Total Technical Points}} = \text{Technical Score}$

Total Technical Points

2) ITB Score:

$\frac{\text{Total point for bid} \times 20}{\text{Total ITB Points}} = \text{ITB Score}$

Total ITB Points

3) Financial Score:

The Financial Score will be determined by allocating full marks to the bid with the lowest Total Evaluated Cost, and prorating the other bids in order of ascending Costs. Total Evaluated Cost is determined as specified in Attachment 3 to Part 4.

Example: Total Bid Evaluation Points are 2000 points and there are 3 bidders:

	Bidder A	Bidder B	Bidder C	Remarks
Tech. points obtained by Bidders	1842 points/2000 points	1906 points/2000 points	1978 points /2000 points	
Proration of Tech. points	$1842 \times 53 / 2000 = 48.81$	$1906 \times 53 / 2000 = 50.51$	$1978 \times 53 / 2000 = 52.42$	
Bidders' Financial Bid	\$60M	\$75M	\$65M	<i>Lowest Financial bid will get the full points</i>
Proration of	$(60/60) \times 27 = 27$	$(60/75) \times 27 = 21.6$	$(60/65) \times 27 = 24$	

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Financial points			.92	
VP Points obtained by Bidders	80	60	95	
Proration of VP Points	$(80/100) \times 20 = 16$	$(60/100) \times 20 = 12$	$(95/100) \times 20 = 19$	
Total Points	$(48.81 + 27 + 16) = 91.81$	$(50.51 + 21.6 + 12) = 84.11$	$(52.42 + 24.92 + 19) = 96.34$	<i>Bidder C obtained the highest combined evaluation points</i>

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and additional information to be awarded a contract.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

5.1 Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the *Ineligibility and Suspension Policy* (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide with its bid the required documentation, as applicable, to be given further consideration in the procurement process.

5.1.2 Additional Certifications Required with the Bid

5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame specified will render the bid non-responsive.

5.2.1 Integrity Provisions – Required Documentation

In accordance with the *Ineligibility and Suspension Policy* (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's website](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969#afed) (http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969#afed).

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

5.2.3 Additional Certifications Precedent to Contract Award

5.2.3.1 Status and Availability of Resources

5.2.3.1.1 SACC Manual clause A3005T (2010-08-16) Status and Availability of Resources

5.2.3.2 Education and Experience

5.2.3.2.1 SACC Manual clause A3010T (2010-08-16) Education and Experience

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Security Requirements

1. Before award of a contract, the following conditions must be met:

- (a) the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;
- (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 7 - Resulting Contract Clauses;
- (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
- (d) the Bidder's proposed location of work performance and document safeguarding must meet the security requirements as indicated in Part 7 - Resulting Contract Clauses;
- (e) the Bidder must provide the addresses of proposed sites or premises of work performance and document safeguarding as indicated in Part 3 - Section IV Additional Information.

2. Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful Bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.

3. For additional information on security requirements, Bidders should refer to the Industrial Security Program (ISP) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.

6.2 Financial Capability

SACC Manual clause A9033T (2012-07-16) Financial Capability

6.3 Controlled Goods Requirement

SACC Manual clause A9130T (2014-11-27) Controlled Goods Program

6.4 Insurance Requirements

The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in Annex F.

If the information is not provided in the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

PART 7 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

7.1 Statement of Work

The Contractor must perform the Work in accordance with the Contract, including but not limited to the Statement of Work at Annex "A" and the Contractor's bid dated _____.

7.1.1 National Security Exception

Canada has invoked a National Security Exception (NSE) for this requirement in order to ensure the required services are in place to support the military unique and vital software in times of crisis.

7.1.2 Task Authorization

The Work or a portion of the Work to be performed under the Contract will be on an "as and when requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract.

7.1.2.1 Task Authorization Process

Task Authorization Process:

1. The Procurement Authority will provide the Contractor with a description of the task using the "Task Authorization Form for non-DND clients" or "DND 626, Task Authorization Form" or "Task Authorization" form specified in Annex G.
2. The Task Authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis and methods of payment as specified in the Contract.
3. The Contractor must provide the Project Authority, within ___ calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.
4. The Contractor must not commence work until a TA authorized by the Project Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

7.1.2.2 Task Authorization Limit

The Project Authority may authorize individual task authorizations up to a limit of \$400,000, Applicable Taxes included, inclusive of any revisions.

Any task authorization to be issued in excess of that limit must be authorized by the Project Authority and Contracting Authority before issuance.

7.1.2.4 Canada's Obligation - Portion of the Work - Task Authorizations

SACC Manual clause B9031C Canada's Obligation – Portion of the Work – Task Authorization

7.1.2.5 Periodic Usage Reports - Contracts with Task Authorizations

SACC Manual clause B9056C – Contracts with Task Authorizations

7.1.2.6 Task Authorization - Department of National Defence

The administration of the Task Authorization process will be carried out by the Procurement Authority. This process includes monitoring, controlling and reporting on expenditures of the contract with task authorizations to the Contracting Authority.

7.2 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual(<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

7.2.1 General Conditions

2035 (2016-04-04), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

7.2.2 Supplemental General Conditions

The following supplemental General Conditions apply to and form part of the Contract.

4001 (2015-04-01) Hardware Purchase, Lease and Maintenance
4002 (2010-08-16) Software Development or Modification Services
4003 (2010-08-16) Licensed Software
4006 (2010-08-16) Contractor to Own Intellectual Property Rights in Foreground Information

7.3 Security Requirements

7.3.1 The following security requirements (*SRCL and related clauses provided by ISP*) apply and form part of the Contract.

TBD

7.3.2 Contractor's Sites or Premises Requiring Safeguarding Measures

7.3.2.1 Where safeguarding measures are required in the performance of the Work, the Contractor must diligently maintain up-to-date the information related to the Contractor's and proposed individuals' sites or premises for the following addresses:

Street Number / Street Name, Unit / Suite / Apartment Number
City, Province, Territory / State
Postal Code / Zip Code
Country

7.3.2.2 The Company Security Officer (CSO) must ensure through the Industrial Security Program (ISP) that the Contractor and individuals hold a valid security clearance at the required level.

7.4 Term of Contract**7.4.1 Period of the Contract**

The period of the Contract is from Contract Award Date to five (5) years after Contract Award Date (to be inserted at Date of Contract Award).

7.5 Authorities

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Jean-François Goyette
Title: Supply Team Leader
Public Works and Government Services Canada
Acquisitions Branch

Telephone: 613-219-0728
E-mail address: jean-francois.goyette@tpsgc-pwgsc.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

7.5.2 Project Authority

The Project Authority for the Contract is: TBD

Name: __TBD_____
Title: _____
Organization: _____
Address: _____

Telephone: ____-____-_____
Facsimile: ____-____-_____
E-mail address: _____

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however, the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

7.5.3 Procurement Authority

The Procurement Authority for the Contract is: TBD

The Procurement Authority is the representative of the department or agency for whom the Work is being carried out under the Contract. The Procurement Authority is responsible for the implementation of tools and processes required for the administration of the Contract. The Contractor may discuss administrative matters identified in the Contract with the Procurement of the Work. Changes to the scope of Work can only be made through a contract amendment issued by the Contracting Authority.

7.5.4 ITB Authority

TBD

The ITB Authority is responsible for management of the Industrial and Technological Benefits requirements under the Contract.

7.5.5 Contractor's Representative*TBD***7.6 Payment****7.6.1 Basis of Payment**

The Contractor will be paid in accordance with the Basis of Payment in Annex "B".

7.6.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ *to be inserted at Contract Award*. Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75 percent committed, or
 - b. four (4) months before the contract expiry date, or
 - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability

7.6.3 Method of Payment

1. Canada will make progress payments in accordance with the payment provisions of the Contract, no more than once a month, for cost incurred in the performance of the Work, up to 90 percent of the amount claimed and approved by Canada if:
 - a. an accurate and complete claim for payment using form PWGSC-TPSGC 1111, Claim for Progress Payment, and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
 - b. the amount claimed is in accordance with the basis of payment;
 - c. the total amount for all progress payments paid by Canada does not exceed 90 percent of the total amount to be paid under the Contract;
 - d. all certificates appearing on form PWGSC-TPSGC 1111 have been signed by the respective authorized representatives.
2. "The balance of the amount payable will be paid in accordance with the payment provisions of the Contract upon completion and delivery of all work required under the Contract if the Work has been accepted by Canada and a final claim for the payment is submitted.

3. Progress payments are interim payments only. Canada may conduct a government audit and interim time and cost verifications and reserves the rights to make adjustments to the Contract from time to time during the performance of the Work. Any overpayment resulting from progress payments or otherwise must be refunded promptly to Canada.

7.6.4 SACC Manual Clauses

A9117C (2007-11-30) T1204 – Direct Request by Customer Department
C0300C (2014-06-26) Cost Submission – Contract Cost Principles 1031-2
C0711C (2008-25-12) Time Verification

7.7 Certifications and Additional Information

7.7.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

7.7.2 Federal Contractors Program for Employment Equity - Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "[FCP Limited Eligibility to Bid](#)" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

7.8 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in the Province of Ontario.

7.9 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the supplemental general conditions;
- (c) the general conditions
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Security Requirements Check List;
- (g) Annex D, Industrial and Technological Benefits-Terms and Conditions
- (h) Annex F, Insurance Requirements;
- (i) the signed Task Authorizations (including all of its annexes, if any);
- (j) the Contractor's bid dated _____, and as clarified on _____

7.10 Defence Contract

SACC Manual clause [A9006C](#) (2012-07-16) Defence Contract

SACC Manual clause A9062C (2011-05-06) Canadian forces Site Regulations

7.11 Foreign Nationals (Canadian Contractor *OR* Foreign Contractor)

SACC Manual clause A2000C _____ (insert date) Foreign Nationals (Canadian Contractor)

Or

SACC Manual clause A2001C _____ (insert date) Foreign Nationals (Foreign Contractor)

7.12 Insurance Requirements

The Contractor must comply with the insurance requirements specified in Annex F. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies

7.13 Controlled Goods Program

The Contract involves controlled goods as defined in the Schedule to the Defence Production Act. The Contractor must identify those controlled goods to the Department of National Defence.

SACC Manual clause A9131C (2014-11-27), Controlled Goods Program

7.14 Industrial and Technological Benefits (ITB)

Terms and Conditions of the Industry and Technological Benefits are applied in accordance with Annex "D" of this Contract

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ANNEX “A” - STATEMENT OF WORK

(see attached)

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ANNEX “B” - BASIS OF PAYMENT

(see attached)

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ANNEX “C” - SECURITY REQUIREMENTS CHECK LIST

(see attached)

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ANNEX “D” – INDUSTRIAL AND TECHNOLOGICAL BENEFITS (ITB) – TERMS AND CONDITIONS

(see attached)

ANNEX "E" - FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\) – Labour's website](#).

Date: _____ (YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

- ☐ A1. The Bidder certifies having no work force in Canada.
- ☐ A2. The Bidder certifies being a public sector employer.
- ☐ A3. The Bidder certifies being a federally regulated employer being subject to the Employment Equity Act.
- ☐ A4. The Bidder certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.

A5. The Bidder has a combined workforce in Canada of 100 or more employees; and

- ☐ A5.1. The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with ESDC-Labour.

OR

- ☐ A5.2. The Bidder certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- ☐ B1. The Bidder is not a Joint Venture.

OR

- ☐ B2. The Bidder is a Joint venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)

ANNEX "F" - INSURANCE REQUIREMENTS

Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.

-
- l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
 - m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
 - n. Advertising Injury: While not limited to, the endorsement must include coverage piracy or misappropriation of ideas, or infringement of copyright, trademark, title or slogan.
 - o. All Risks Tenants Legal Liability - to protect the Contractor for liabilities arising out of its occupancy of leased premises.
 - q. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
 - r. Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

*Director Business Law Directorate,
Quebec Regional Office (Ottawa),
Department of Justice,
284 Wellington Street, Room SAT-6042,
Ottawa, Ontario, K1A 0H8*

For other provinces and territories, send to:

*Senior General Counsel,
Civil Litigation Section,
Department of Justice
234 Wellington Street, East Tower
Ottawa, Ontario K1A 0H8*

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

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ANNEX “G” - DND 626 TASK AUTHORIZATION FORM

(see attached)

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ATTACHMENTS TO THE RFP

- ATTACHMENT 1 TO PART 2 - ITB & VP BIDDERS INSTRUCTION
- ATTACHMENT 2 TO PART 4 – TECHNICAL REQUIREMENT CHECKLIST
- ATTACHMENT 3 TO PART 4 – BID EVALUATION PLAN

**LAND C4ISR CYBER SECURITY
ENGINEERING SUPPORT CONTRACT
(CSESC)**

ATTACHEMENT 1 TO PART 2

Industrial and Technological Benefits (ITB)

**Value Proposition
Bidder Instructions**

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INTRODUCTION

- 1.1. On February 5, 2014, the Government of Canada announced the Defence Procurement Strategy (DPS). One of the objectives of the DPS is to leverage purchases of defence equipment to create jobs and economic growth in Canada. The Industrial and Technological Benefits (ITB) policy has objectives that will be achieved through a weighted and rated Value Proposition (VP) that will form part of the evaluation plan to award the Contract.
- 1.2. The strategic VP objective for the Land C4ISR Cyber Security Engineering Support Contract (CSESC): (the Project) is to strengthen and grow Canadian capabilities in the C4ISR domain by encouraging work in Canada directly related to the Project, incentivizing strategic investments in Research and Development, particularly in the field of cyber security and resilience, and fostering supply chain integration or partnerships with Canadian Small and Medium Businesses. This objective has been informed by extensive industry engagement and consultation, as well as by in-depth analyses of capabilities related to the procurement.
- 1.3. The Bidder must submit a responsive VP Proposal (Proposal) at bid closing. The Proposal will be deemed responsive by the ITB Authority if it meets i) the Mandatory Requirements outlined in Section 4; and ii) the Minimum Assessment Values outlined in Section 3 of the VP Evaluation Plan (Evaluation Plan). Should the Proposal be deemed responsive, it will then be evaluated related to the rated criteria outlined in Section 6 and receive points as outlined in Section 4 of the Evaluation Plan.
- 1.4. VP evaluation results will be conveyed to the Contracting Authority, who will then integrate them into the overall bid evaluation results, as outlined in Section 4 of the procurement's evaluation plan.
- 1.5. It is the responsibility of the ITB Authority, in cooperation with the regional development agencies and subject matter experts, to ensure that Proposals are evaluated as outlined in the Evaluation Plan.

2. GENERAL INSTRUCTIONS

- 2.1. In preparing its Proposal, the Bidder should be guided by these Bidder Instructions, as well as by the Evaluation Plan and the ITB Terms and Conditions. All three documents provide important guidance, definitions and/or contractual provisions related to the ITB policy. Defined terms not otherwise defined in this document have the meaning given to them in the ITB Terms and

Conditions and the Request for Proposal, including appendices, to which these Bidder Instructions are attached.

- 2.2. The Proposal must be submitted in a separate, self-contained volume. Only the Proposal is reviewed during the evaluation. In order to facilitate the evaluation process, any material contained in another section of the Bid but relevant to the Proposal should be repeated in the Proposal.
- 2.3. 6 hard copies and 2 electronic copies of the Proposal are required.
- 2.4. The Proposal, and its receipt, storage and protection by the ITB Authority, is governed by applicable federal laws and processes.

3. CANADA'S ITB OBJECTIVES

- 3.1. Canada wishes to ensure that its investments in defence-related goods and services generate economic benefit to Canada and have long-term and high-value impacts on Canadian industry, in advanced technology areas. The Proposal should clearly indicate how any proposed business activities support Canada's ITB objectives set out in subsections 3.2 to 3.7 below, and how they will be achieved if the Bidder wins the ensuing Contract.
- 3.2. Defence Sector: A core objective of the ITB policy is to ensure that defence procurement supports the economic development and long-term sustainment of Canada's Defence Sector. The Bidder is encouraged to propose a maximum amount of business activities in Canada involving work directly on the procurement.
- 3.3. Supplier Development: The development of supplier productivity and competitiveness among Canadian-based suppliers is a key objective of the ITB policy.
- 3.4. Research and Development (R&D): An important objective of the ITB policy is to encourage innovation, as R&D can position Canadian Companies to move up the value chain and capture market opportunities. The Bidder is encouraged to propose R&D investments in Canada and locate high value research and engineering work in Canada, positioning Canadian companies to benefit from its subsequent commercialization.
- 3.5. Exports: Canada's Defence Sector is export intensive, and a key ITB objective is to strengthen Canada's success in tapping traditional and non-traditional export

markets to share in long-term jobs and growth that result from success in foreign markets.

- 3.6. Regional Development: The regional development objectives of the ITB policy are to encourage long-term quality improvements to the capability, capacity, international competitiveness and growth potential of Canadian Companies in those regions where Canada has established specific initiatives to promote economic growth and diversification through procurement. Canadian Companies in all the Designated Regions of Canada should have the opportunity to participate in the Project.
- 3.7. Small and Medium Businesses (SMB): It is an objective of Canada to encourage the participation of SMB as suppliers on major federal procurements and to increase their competitiveness and export market access. Canadian SMB should have the opportunity to participate in the Project.

4. MANDATORY REQUIREMENTS

- 4.1. There are seven (7) mandatory requirements that the Bidder must meet in its Proposal. The omission of any part of the following seven (7) requirements will result in the Proposal being deemed not responsive:
- 4.1.1. Requirement One: The Proposal must commit to achieving Transactions, measured in Canadian content value (CCV), valued at not less than 100 percent of the Contract Price (including options exercised) or the total CCV of identified Transactions, whichever is higher, to be achieved within the Achievement Period.
- 4.1.2. Requirement Two: The Proposal must commit to achieving Direct Transactions valued at not less than 70 percent of the Contract Price in CCV, or the total CCV of Direct Transaction Commitments in the Bidder's Proposal, whichever is higher, including options exercised, to be achieved within the Achievement Period.
- 4.1.3. Requirement Three: In its Proposal, the Bidder must:
- 4.1.3.1. specify its Total Evaluated Cost of Bid, not including option years, not including taxes and rounded to the nearest dollar;
- 4.1.3.2. identify Transactions that are detailed, fully described and equal in total to not less than 30 percent of the Total Evaluated Cost of Bid, measured in CCV. All Transactions identified in the Bidder's

Proposal must align with one or more of the rated criteria specified in Sections 4.1.1 to 4.1.3 of the Evaluation Plan;

- 4.1.3.3. commit to identifying, one (1) year after the Effective Date of the Contract, additional Transactions that are detailed, fully described and bring the cumulative total of identified Transactions to not less than 60 percent of the Contract Price , measured in CCV; and,
- 4.1.3.4. commit to identifying, three (3) years after the Effective Date of the Contract, and for each additional contract option year exercised, additional Transactions that are detailed, fully described and bring the cumulative total of identified Transactions to 100 percent of the Contract Price, measured in CCV.
- 4.1.4. Requirement Four: The Bidder must commit to achieving Small and Medium Business Transactions valued at not less than 5 percent of the Contract Price in CCV, or the total CCV of Small and Medium Business Commitments in the Bidder's Proposal, whichever is higher, including options exercised, to be achieved within the Achievement Period.
- 4.1.5. Requirement Five: The Bidder must commit to achieving Research and Development Activity Transactions valued at not less than 1 percent of the Contract Price in CCV, or the total CCV of Research and Development Commitments in the Bidder's Proposal, whichever is higher, including options exercised, to be achieved within the Achievement Period.
- 4.1.6. Requirement Six: The Bidder must accept and comply with all of the ITB Terms and Conditions.
- 4.1.7. Requirement Seven: The Proposal must contain the following components, each of which is more particularly described in Section 5:
 - 4.1.7.1. Company Business Plan;
 - 4.1.7.2. ITB Management Plan;
 - 4.1.7.3. Regional Development Plan;
 - 4.1.7.4. Small and Medium Business Development Plan;
 - 4.1.7.5. Detailed sheets for proposed Transactions being submitted by the Bidder, accompanied by a summary chart of them; and,
 - 4.1.7.6. Mandatory requirements certificate, as set out in Appendix A, signed by a duly authorized company official.

5. ASSESSMENT OF MANDATORY REQUIREMENTS

- 5.1. The following section details the content that is expected to be in each of the components of the mandatory requirements referred to above in Section 4.1.7. The Plans will be assessed during the evaluation, based on quality and risk, as outlined in Section 3.1 of the Evaluation Plan.
- 5.2. Each Plan should respond to all of the requested items outlined below. Responses should be detailed and, wherever appropriate, provide an indication of how items will contribute to the Bidder meeting Canada's ITB objectives.
- 5.3. Each Plan should address, wherever appropriate, the Bidder's approach to the following risk areas:
 - 5.3.1. Experience (i.e. practise elsewhere);
 - 5.3.2. Capability (i.e. know-how and tools in place) ;
 - 5.3.3. Planning (i.e. organized, proactive);
 - 5.3.4. Resources (i.e. team, facilities, information); and,
 - 5.3.5. Engagement (i.e. interaction with stakeholders)
- 5.4. Company Business Plan
 - 5.4.1. The purpose of the company business Plan is to demonstrate the ability of the Bidder to assemble, plan and describe its proposed team to complete the work on the Project. The Plan should also demonstrate the ability of the Bidder and its team to meet the ITB objectives. The anticipated length of the Plan is approximately 7-10 pages, depending on the size of the Bidder's team.
 - 5.4.2. The Bidder's company business Plan should contain the following information:
 - 5.4.2.1. An outline of the structure, conduct and performance of the business operations of the Bidder and each of its proposed Eligible Donors that are performing work on the Project;
 - 5.4.2.2. A detailed overview of the proposed role of each company in delivering the work on the Project, the proposed location of that work, and the key personnel in each company who would be responsible for delivering that work;
 - 5.4.2.3. An organizational chart for each company outlining its worldwide corporate operations, that clearly states the corporate family

structure, parent and subsidiary relationships, and the location of key responsibility centres (i.e. headquarters, manufacturing, service centres, R&D, marketing);

- 5.4.2.4. A list of each company's existing Canadian facilities, including the location, date of establishment, nature of operations, number of employees, and place within the worldwide corporate structure; and,
- 5.4.2.5. A description of the broad and long-term impacts of the Work on the Canadian economy and how these respond to the ITB objectives in Section 2 of the Terms and Conditions.

5.5. ITB Management Plan

- 5.5.1. The purpose of the ITB Management Plan is to demonstrate the Bidder's ability to develop, implement, manage and report on the Obligations for the full duration of the Achievement Period. It is also the place for Bidder to formally list its proposed Eligible Donors. The anticipated length of the Plan is approximately 6-8 pages.

- 5.5.2. The ITB Management Plan should include the following information:

- 5.5.2.1. A description of the ITB management functions and associated organization that the Bidder envisions necessary to successfully meet the Obligations. It should include a summary of the methods, processes and procedures that the Bidder will use to identify, submit, track, record keep and report on ITB activities. The summary should be presented in a level of detail sufficient to demonstrate that the Bidder fully understands its obligations;
- 5.5.2.2. The name, contact details and biographical information of the Bidder's ITB official(s) assigned to the Project and/or job descriptions for the proposed positions;
- 5.5.2.3. An explanation of the Bidder's internal processes for ITB organization, advocacy and awareness, both specific to the Project and in general. The Bidder should include a description of how ITB considerations will be factored into the company's broader decision-making processes, along with how these decisions will be documented and tracked;

- 5.5.2.4. A description of any previous ITB/IRB/offset obligations that have been undertaken by the Bidder over the past ten (10) years, in Canada and elsewhere, along with a brief overview of the achievement status of each project; and,
- 5.5.2.5. A list of the Bidder's proposed Eligible Donors and contact details for each, along with details and documentation justifying how each company meets the Eligible Donor criteria outlined in the ITB Terms and Conditions.
 - All proposed Eligible Donors are subject to review and approval by the ITB Authority during evaluation. Only those proposed Eligible Donors that are found to meet the criteria will be included on the list of Eligible Donors in the ensuing Contract. Any proposed Transaction with a company not meeting the Eligible Donor criteria will be rejected.

5.6. Regional Development Plan

- 5.6.1. The purpose of the Regional Development Plan is to demonstrate the Bidder's commitment to providing opportunities and assistance for businesses in the Designated Regions of Canada. The anticipated length of the Plan is approximately 5-7 pages.
- 5.6.2. The Regional Development Plan should include the following information:
 - 5.6.2.1. Identification and description of the Bidder's proposed Transactions in the Designated Regions of Canada, the total of which will become Obligations to be achieved under Article 3 of the ITB Terms and Conditions. The Plan may also identify any higher regional commitment target to which the Bidder is prepared to commit contractually;
 - 5.6.2.2. A description of the Bidder's business rationale for its regional approach;
 - 5.6.2.3. A description of the activities and approaches undertaken to date by the Bidder and its proposed Eligible Donors that have resulted in the distribution of proposed Transactions to the Designated Regions of Canada;

- 5.6.2.4. A description of the activities and approaches that will be undertaken after Contract award until the end of the Achievement Period to improve the opportunities available to the Designated Regions of Canada; and,
- 5.6.2.5. A description of how regional considerations are factored into the Bidder's ITB decision-making processes.

5.7. Small and Medium Business (SMB) Development Plan

- 5.7.1. The purpose of the SMB Development Plan is to demonstrate the Bidder's commitment to providing opportunities, assistance and encouragement to SMB in Canada. The anticipated length of the Plan is approximately 5-7 pages.
- 5.7.2. The SMB Development Plan should include the following information:
 - 5.7.2.1. Identification and description of the Bidder's proposed Transactions involving SMB in Canada, the total of which, or 15 percent of the Contract Price (whichever is higher) will become Obligations to be achieved under Article 3 of the ITB Terms and Conditions;
 - 5.7.2.2. A description of the activities and approaches undertaken to date by the Bidder and its proposed Eligible Donors that have resulted in the proposed distribution of SMB Transactions;
 - 5.7.2.3. A description of the activities and approaches that will be undertaken after Contract award until the end of the Achievement Period to improve the opportunities available to SMB;
 - 5.7.2.4. A description of how SMB considerations are factored into the Bidder's ITB decision-making processes; and,
 - 5.7.2.5. A description of any initiatives and/or assistance (at a broad corporate level or specific to the Project) that would be provided to SMB to help stimulate and promote them, both as potential suppliers to the Project and for their capability to pursue and undertake new business activities. Examples could include financing or special payment provisions.

5.8. Detailed transaction sheets

- 5.8.1. The Proposal will provide a separate and detailed transaction sheet for each Transaction that the Bidder proposes and for which it is prepared to commit contractually. A template of the transaction sheet is attached as Appendix B to the ITB Terms and Conditions. The Bidder is encouraged to use this template, to promote administrative consistency and ease.
- 5.8.2. In addition to the individual transaction sheets, the Bidder will include a summary chart of all of its proposed Transactions. The summary chart should clearly identify each Transaction and provide a breakdown, with appropriate sub-totals and percentages, by: direct, indirect, region, SMB and rated criteria. The summary chart should provide a very brief description of how each proposed Transaction aligns with the rated criteria, to compliment the more detailed justifications located in the transaction sheet. Failure to align proposed Transactions with one or more of the rated criteria will result in the Transaction being rejected as not meeting the requirement outlined in Section 4.1.3.2. The Bidder may use a format of its choice for the summary chart.
- 5.8.3. The Bidder should include a forecast plan for the Transactions due 1 and 3 years following the Effective Date of the Contract, respectively. The forecast plan should include such information as, but not limited to: a list of any Canadian Companies being considered; and/or, the specific capabilities being sought from Canadian suppliers.
- 5.8.4. The Bidder is strongly encouraged to fully complete every section of the transaction sheet, as outlined below, so that the proposed Transaction can be properly evaluated. The Bidder should also provide details and documentation within its Proposal, as indicated, in support of Transaction eligibility. Failure to adequately describe and/or document the proposed Transaction may result in it being rejected as not meeting the Transaction eligibility criteria.
- 5.8.5. Identifying a Transaction for the purposes of Section 4.1.3 means presenting a signed transaction sheet to the ITB Authority, which names both a specific Eligible Donor and a specific Recipient, describes the business activity in detail, provides valuation information, demonstrates alignment with one or more of the rated criteria and complies with the Bidder Instructions and the ITB Terms and Conditions with respect to eligibility criteria, valuation, transaction types and banking.

5.8.6. In the event that the Bidder makes Commitments or identifies Transactions in its Proposal valued at more than 100 percent of the Total Evaluated Cost of Bid:

5.8.6.1. no additional points will be scored in the rated evaluation, above those outlined in the Evaluation Plan; and,

5.8.6.2. The corresponding Obligation values in Article 3 of the Terms and Conditions will be increased to match the total value of those identified Transactions.

5.8.7. Instructions for transaction sheets:

5.8.7.1. Overview

- Title (*provide a brief title identifying the activity*)
- Number (*assign a unique number, in simple, sequential order, for reference purposes*)
- Date Proposed Transaction submitted (*date of Proposal*)
- Tranche (*the Proposal is tranche 1*)

5.8.7.2. Contractor contact information (*information regarding the proposed Contractor on the Project*)

5.8.7.3. Donor company information (information regarding the proposed Donor on the Transaction)

5.8.7.4. Recipient information: *Notes: i) the company description should include locations, business history and core capabilities; ii) see Article 8.1.5 of the Terms and Conditions for other Recipient requirements.*

5.8.7.5. Valuation and time phasing (*specify the overall CCV values as applicable, plus the detailed commitment schedule broken out by 12 month periods, which mirror the Reporting Periods*)

- For the purposes of the evaluation process, the multiplied or enhanced value of a proposed Transaction involving a credit multiplier, future sales achievement or CCV enhancement, as

described in Article 7 of the Terms and Conditions, will not be considered. Only the face value of the initial investment, or the estimated CCV, in the proposed Transaction will be considered. Any multiplied credit values, future sales achievements or enhanced CCV will be counted after the Effective Date of the Contract.

5.8.7.6. Transaction details

- Type of Transaction (*direct or indirect, pooled, banked*)
- Description of Transaction (*provide a detailed description of the proposed activity, including: nature of work; location of work in Canada, estimated quantities and timelines; any end-use market, platform or program; and, other relevant information*)
- VP activity (*yes or no*)
 - Direct Transaction (*yes, no*)
 - R&D with Canadian Company (*yes or no*)
 - R&D with Canadian Post-Secondary Institution or Public Research Institution (*yes or no*)
 - Small and Medium Business (SMB) (*yes or no*)
- Description/justification for VP classifications above (*clearly demonstrate and document alignment with VP requirements*)
- Activity type (*i.e. purchase, investment*)
- North American Industry Classification Code System (NAICS) categorizing type of business activity (*enter a primary, secondary, and tertiary NAICS code*)
- Business activity type (*pick one business activity type that applies best*)
- Investment framework details (*yes/no*)

- Allowable investment type (*i.e. cash grant, cash share purchase, in-kind IP, transfer equipment, marketing support*)
- Type of R&D or commercialization activity (*i.e. test analysis, applied research, business planning, feasibility studies*)
- Business Plan included (*template in Appendix D of Terms and Conditions*)
- Valuation documentation included (*agreement or in-kind valuation report, as appropriate*)

5.8.7.7. Consortium member information (*if applicable*);

5.8.7.8. Transaction eligibility criteria (*be as specific and detailed as possible in addressing how a proposed Transaction meets each eligibility criteria, which are outlined in the ITB Terms and Conditions. Guidance is provided in the ITB website Info Bulletin “Preparing a transaction sheet”. Include all details, documentation and certificates in the Proposal*)

5.8.7.9. Other

- Canadian government assistance (*describe the date and details of any assistance provided -- either to the specific activity, the Eligible Donor, or the Recipient -- from any level of government in Canada*)
- CCV overview (*indicate which CCV calculation method was used*)
- Level of technology (*for Indirect Transactions, indicate whether the level of technology is the same or higher than the Project*)

5.8.7.10. Signature (*an authorized official at the Bidder’s or proposed Eligible Donor’s company*)

5.9. Mandatory requirements certificate

5.9.1. The Bidder must submit with its Proposal the mandatory requirements certificate (Appendix A), completed with their company name and Total Evaluated Cost of Bid , and signed and dated by a company official duly authorized to bind the company.

6. **RATED CRITERIA**

6.1. Value Proposition: The Bidder should provide information and details on its VP commitments, and proposed Transactions, which will be rated as described in Section 4 of the Evaluation Plan. The Bidder should complete and submit the rated criteria certificate (Appendix B), signed and dated by a company official duly authorized to bind the company. The Bidder's Commitments in Appendix B will become Obligations to be fulfilled in Section 3.1.2 of the Terms and Conditions.

6.1.1. The Proposal should include the Bidder's Commitment to achieve Direct Transactions above the mandatory minimum of 70 percent of Contract Value measured in CCV. The Commitment should be expressed as a percentage of the Total Evaluated Cost of Bid, excluding options, measured in CCV. This Commitment (or the CCV percentage represented by the total value of Direct Transactions identified in the Bidder's Proposal, whichever is higher) will become an Obligation to be completed within the Achievement Period.

The Proposal should include the Bidder's proposed Direct Transactions. The Bidder should describe in its Proposal how the proposed Transactions align with the Direct Transaction definition and should provide supporting details and documentation. Direct Transactions identified in the Bidder's Proposal will become Obligations to be completed within the Achievement Period.

6.1.2. The Proposal should include the Bidder's commitment to achieve Transactions involving Research and Development Activities above the mandatory minimum of 1 percent of Contract Value measured in CCV. The Bidder's Commitment involving Research and Development Activities must also clearly distinguish between the Bidder's Commitment to Research and Development with Canadian Companies, and Research and Development with Post-Secondary Institutions or Public Research Institutions. Failure to clearly indicate this difference may result in zero points at evaluation. The Commitments should be expressed as a percentage of the Total Evaluated Cost of Bid, excluding options and measured in CCV. This Commitment (or the percentage represented by the total value of Research and Development Transactions identified in the Bidder's Proposal, whichever is higher) will become an Obligation to be completed within the Achievement Period.

The Proposal should include the Bidder's proposed Transactions involving Research and Development Activities. The Bidder should describe in its Proposal how the proposed Transactions align with Research and

Development in the Cyber Security Market Segment and should provide supporting details and documentation. Research and Development Transactions identified in the Bidder's Proposal will become Obligations to be completed within the Achievement Period.

- 6.1.3. The Proposal should include the Bidder's commitment to achieve Transactions involving Small and Medium Business (SMB) above the mandatory minimum of 5 percent of Contract Value measured in CCV. The Commitment should be expressed as a percentage of the Total Evaluated Cost of Bid, excluding options and measured in CCV. This Commitment (or the percentage represented by the total value of SMB Transactions identified in the Bidder's Proposal, whichever is higher) will become an Obligation to be completed within the Achievement Period.

The Proposal should include the Bidder's proposed Transactions involving SMB. The Bidder should describe in its Proposal how the proposed Transaction includes a SMB and should provide supporting details and documentation. Transactions involving a SMB identified in the Bidder's Proposal will become Obligations to be completed within the Achievement Period.

7. BANKING AND POOLING

- 7.1. Banking and pooling are described in the ITB Terms and Conditions. The Bidder may use bank Transactions, or a pooled portion thereof, as part of its Proposal.
 - 7.1.1. The Bidder submitting a bank Transaction in its Proposal should include:
 - i) a copy of the approved banked transaction sheet; and, ii) the most recent annual bank statement, authorized by the ITB Authority and dated before the release date of the Request for Proposal (RFP) to which the Proposal responds.
 - 7.1.2. The Bidder submitting a pooled portion of a bank Transaction should include the most recent bank statement for that portion, authorized by the ITB Authority and dated before the release date of the RFP to which the Proposal responds.
- 7.2. If a bank Transaction is used as part of a Proposal, the evaluation committee will consider the Transaction as accepted for meeting the Transaction eligibility criteria, with the exception of Eligible Donor.

- 7.2.1. A bank Transaction will be evaluated to confirm that it meets the Eligible Donor criteria for the Project, outlined in Article 8 of the Terms and Conditions.
- 7.3. Acceptance of a Transaction in the bank does not guarantee Value Proposition points. All bank Transactions will be evaluated to determine Value Proposition scoring, as outlined in the Evaluation Plan.
- 7.4. The Bidder may submit bank Transactions of any CCV value in its Proposal. The entire CCV value of bank Transactions submitted in the Proposal will become an Obligation to be achieved under Article 3 of the Terms and Conditions. However, any CCV value of bank Transactions that exceeds 50 percent of the total for all Transactions identified in the Proposal will not be counted in the evaluation.
- 7.5. The Bidder is encouraged to submit any proposed bank Transactions to the ITB bank well in advance of RFP release. Any bank Transaction, or portion thereof, included in the Proposal where the date of the authorized bank statement falls after the RFP release date for the Project will not be considered in the mandatory or rated evaluation. Further, that bank Transaction will not become a commitment to be achieved under the Contract.

Appendix A- Mandatory requirements certificate

The Bidder, _____, declares and certifies that through this Proposal for the Project, the Bidder satisfies the following requirements:

Mandatory Requirement	Specific Terms and Conditions Commitment
1. Commits to achieving Transactions, measured in Canadian content value (CCV), valued at not less than 100 percent of the Contract Price (including options exercised) or the total CCV of identified Transactions, whichever is higher, to be achieved within the Achievement Period.	Article 3.1.1
2. Commits to achieving Direct Transactions valued at not less than 70 percent of the Contract Price in CCV, or the total CCV of Direct Transaction Commitments in the Bidder's Proposal, whichever is higher, including options exercised, to be achieved within the Achievement Period.	Article 3.1.2
3. Identifies its Total Evaluated Cost of Bid (not including options, not including taxes and rounded to the nearest dollar) \$ _____	
3(a). Identifies Transactions equal in total to not less than 30 percent of its Total Evaluated Cost of Bid measured in CCV. Transactions identified in the Bidder's Proposal must align with one or more of the rated criteria specified in Sections 4.1.1 to 4.1.3 of the Evaluation Plan	Article 3.1.1, 3.1.2, 3.1.3, 3.1.4 and 3.1.6
3(b) Commits to identifying, one (1) year after the Effective Date of the Contract, additional Transactions that bring the cumulative total of identified Transactions to at least 60 percent of the Contract Price (including options), measured in CCV;	Article 3.1.4
3(c) Commits to identifying, three (3) years after the Effective Date of the Contract, and for each additional contract option year exercised, additional Transactions that bring the cumulative total of identified Transactions to 100 percent of the Contract Price (including options), measured in CCV.	Article 3.1.4
4. Commits to achieving Small and Medium Business Transactions valued at not less than 5 percent of the Contract Price in CCV, or the total CCV of Small and Medium Business Commitments in the Bidder's Proposal, whichever is higher, including options exercised, to be achieved within the Achievement Period.	Article 3.1.2.3
5. Commit to achieving Research and Development Activity Transactions value at not less than 1 percent of the Contract Price in CCV, or the total CCV of Research and Development Commitments in the Bidder's Proposal, whichever is higher, including options exercised, to be achieved within the Achievement Period.	Article 3.1.2.2

6. Accepts all of the ITB Terms and Conditions.	All articles and appendices.
7. Has submitted all the following required components of a Proposal: <ul style="list-style-type: none"> • Company business plan; • ITB management plan; • Regional development plan; • Small and medium business development plan; • Detailed Transaction sheets, accompanied by a summary chart of all them; and, • This mandatory requirements certificate, duly completed, signed and dated. 	Appendix A

IN WITNESS THEREOF THIS MANDATORY REQUIREMENTS CERTIFICATE HAS BEEN SIGNED THIS _____ DAY OF _____ BY A SENIOR COMPANY OFFICIAL WHO IS DULY AUTHORIZED TO BIND THE COMPANY.

SIGNATURE

NAME AND TITLE OF SENIOR COMPANY OFFICIAL

Appendix B - Rated criteria certificate

The Bidder, _____, declares and certifies that, through this Proposal for the Land C4ISR Cyber Security Engineering Support Contract (CSESC) Project, the Bidder makes the following Commitments, in response to the rated criteria outlined in section 6:

Rated Criteria	Bidder Total Commitment	Maximum Points Available	Terms and Conditions Commitment
Direct Transactions			
Commitment above 70 %	%	30	Article 3.1.2.1
Total Commitment (70% + Bidder's additional Commitments)	%		
	Article 3.1.2.1 will include the percentage value of either the Commitment or the identified Transactions, whichever is higher		
Research and Development			
Commitment above 1 %	%	55	Article 3.1.2.2
Portion of Commitment involving Canadian Companies	%	(1 X multiplier)	Article 3.1.2.2
Portion of Commitment involving Post-Secondary Institutions or Public Research Institutions	%	(2 X multiplier)	Article 3.1.2.2
Total Commitment (1% + Bidder's additional Commitments)	%		
	Article 3.1.2.2 will include the percentage value of either the Commitment or the identified Transactions, whichever is higher		
Small and Medium Business (SMB)			
Commitment above 5%	%	15	Article 3.1.2.3
Total Commitment (5% + Bidder's additional Commitments)	%		
	Article 3.1.2.3 will include the percentage value of either the Commitment or the identified Transactions, whichever is higher		

IN WITNESS THEREOF THIS RATED CRITERIA CERTIFICATE HAS BEEN SIGNED
THIS _____ DAY OF _____ BY A SENIOR COMPANY
OFFICIAL WHO IS DULY AUTHORIZED TO BIND THE COMPANY.

SIGNATURE

NAME AND TITLE OF SENIOR COMPANY OFFICIAL

ATTACHMENT 2
TO
PART 4 OF THE RFP

RFP TECHNICAL COMPLIANCE MATRIX AND
MANDATORY REQUIREMENT CHECKLIST

LAND C4ISR
CYBER SECURITY ENGINEERING SUPPORT CONTRACT

1 Technical Checklist

The following instructions must be adhered to by the bidders:

- a. Bidders shall complete the checklist below and include it in the Volume I General Bid Requirements bid. This checklist attempts to capture the mandatory bid deliverable items contained within this solicitation document in one location. The Bidder remains fully responsible to ensure all mandatory requirements of the bid solicitation are met, even if a mandatory deliverable item is not included in this list.
- b. This list does not address the actual content requirements for each deliverable. The Bidder is fully responsible to ensure it addresses the content requirements as detailed in the applicable sections of the bid solicitation.
- c. This list does address deliverables that are not required with the bid but must be provided prior to award of a contract. It is the responsibility of the Bidder to meet such requirements as contained in the bid solicitation.
- d. This list does not preclude bidders from including additional information to support their bid.
- e. The following Administrative Checklist may be used by the bidder to ensure that all documents and supporting documents required by Canada to evaluate their bid are provided as requested.

Table A2-1 Technical Checklist

Section Reference		Submitted?
Section 1 – Technical Bid - Four (4) hard copies and Two (2) soft copy on a removable mediaas per section 3.1 of RFP.		
Mandatory Technical Evaluation Criteria		Submitted?
Annex A SOW	SOW Compliance Matrix	Yes / No
Attachment 3 to Part 4, article 2.3.1 Core Management Criteria	The Bidder must submit a complete Program Management Plan (PMP) as outlined in Appendix 5 as per DID 100.001.	Yes / No
Attachment 3 to Part 4, article 2.3.1 Core Management Criteria	The Bidder must clearly demonstrate how, when and where they have successfully implemented the proposed PMP on an alternate contract.	Yes / No

Attachment 3 to Part 4, article 2.3.1 Core Management Criteria	The Bidder must provide at least one validated reference check, with accurate contact information.	Yes / No
Attachment 3 to Part 4, Article 2.3.2 Core Engineering Requirement Criteria	The Bidder must submit a complete Systems Engineering Management Plan (SEMP) as outlined in Appendix 5 as per DID 200.001.	Yes / No
Attachment 3 to Part 4, Article 2.3.2 Core Engineering Requirement Criteria	The Bidder must clearly demonstrate how, when and where they have successfully implemented the proposed SEMP on an alternate contract.	Yes / No
Attachment 3 to Part 4, Article 2.3.2 Core Engineering Requirement Criteria	The Bidder must provide at least one validated reference check, with accurate contact	Yes / No
Attachment 3 to Part 4, Article 2.3.3 Personnel Requirement Criteria	The Bidder must provide resumes for the key personnel identified in Appendix 6 to Annex A. The resumes must contain, at a minimum, the information listed at article 2.3.3 of Attachment 3 to Part 4. The Bidder may use use The Bidder's Team member to meet the Personnel Requirement Criteria.	Yes / No
Attachment 3 to Part 4, Article 2.3.3 Personnel Requirement Criteria	The Bidder must demonstrate compliance in response to Appendix 6 to Annex A - which provides specific position requirements. The Bidder must provide sufficient information to substantiate that the candidates meet the requirement.	Yes / No
Attachment 3 to Part 4, Article 2.3.3 Personnel Requirement Criteria	The Bidder is required to demonstrate this accessibility through the certification that teaming agreement are in place	Yes / No
Attachment 3 to Part 4, Article 2.3.3 Personnel Requirement Criteria	The Bidder must provide copies of diplomas for the highest level of educational qualification stated in the resumes to meet the educational requirement.	Yes/No
Point Rated Evaluation Criteria		Submitted?
Attachment 3 to Part 4, Article 2.4 Rated Technical Bid Evaluation Criteria	The Bidder is required to demonstrate this accessibility through the certification that teaming agreement are in place	Yes/No

Attachment 3 to Part 4, Article 2.4 Rated Technical Bid Evaluation Criteria	The Bidder is required to provide the scoring table with their proposed score	Yes/No
Attachment 3 to Part 4, Article 2.4.1 Program Management Experience	The Bidder should submit documentary evidence of two (2) recent examples in performing work of similar scope and scale.	Yes / No
Attachment 3 to Part 4, Article 2.4.2 Performance Based Contracting Experience	The Bidder should provide documentary evidence of two (2) recent examples of work performed under a performance based contracting regime.	Yes / No
Attachment 3 to Part 4, Article 2.4.3 System Engineering Management Experience	The Bidder should provide documentary evidence of two (2) recent examples of implementing the proposed Engineering Management Plan.	Yes / No
Attachment 3 to Part 4, Article 2.4.4 Core Engineering Experience	The Bidder should provide documentary evidence of the four (4) core engineering disciplines identified.	Yes / No
Attachment 3 to Part 4, Article 2.4.4 Core Engineering Experience Table A3-4	Security Architecture and Safeguard Development	Yes / No
Attachment 3 to Part 4, Article 2.4.4 Core Engineering Experience Table A3-4	Cyber Security Operation Center	Yes / No
Attachment 3 to Part 4, Article 2.4.4 Core Engineering Experience Table A3-4	Security Assessment and Authorization (SA&A) Support	Yes / No
Attachment 3 to Part 4, Article 2.4.4 Core Engineering Experience Table A3-4	Patch Management	Yes / No
Attachment 3 to Part 4, article 2.4.5 Resource Capability Experience	The Bidder should provide documentary evidence of capability of twelve (12) resources available to meet the requirement of task-based work.	Yes / No
Attachment 3 to Part 4, article 2.4.5 Resource Capability Experience Table A3-5	Cyber Security Architect	Yes / No

Attachment 3 to Part 4, article 2.4.5 Resource Capability Experience Table A3-5	Cyber Security Engineer	Yes / No
Attachment 3 to Part 4, article 2.4.5 Resource Capability Experience Table A3-5	Cyber Security Engineer	Yes / No
Attachment 3 to Part 4, article 2.4.5 Resource Capability Experience Table A3-5	Cyber Security Specialist	Yes / No
Attachment 3 to Part 4, article 2.4.5 Resource Capability Experience Table A3-5	Cyber Security Specialist	Yes / No
Attachment 3 to Part 4, article 2.4.5 Resource Capability Experience Table A3-5	System Security Analyst	Yes / No
Attachment 3 to Part 4, article 2.4.5 Resource Capability Experience Table A3-5	System Security Analyst	Yes / No
Attachment 3 to Part 4, article 2.4.5 Resource Capability Experience Table A3-5	Incident Management Specialist	Yes / No
Attachment 3 to Part 4, article 2.4.5 Resource Capability Experience Table A3-5	SA&A Specialist	Yes / No
Attachment 3 to Part 4, article 2.4.5 Resource Capability Experience Table A3-5	System/Software Engineer	Yes / No
Attachment 3 to Part 4, article 2.4.5 Resource Capability Experience Table A3-5	Test Engineer	Yes / No
Attachment 3 to Part 4, article 2.4.5 Resource Capability Experience Table A3-5	Test Technician	Yes / No

Attachment 3 to Part 4, article 2.5 Rated Total Score Table A3-6	The bidder to provide Summary Table proposed score summary.	Yes / No
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2 SOW Compliance Matrix

The following SOW Compliance Matrix shall be used and submitted by the bidder.

Table A2-2 – SOW Compliance Matrix and Point Response

Reference in SOW	Heading	Compliance	Reference in Bid	Comments
1.1	Aim	Noted		
1.2	Scope	Noted		
1.3	Background and Land C4ISR High Level Description	Noted		
1.4	Electronic Document Format	Yes		
1.5	Applicable Documents	Noted		
1.6	Statement of Work Structure	Noted		
1.7	Roles, Authorities and Responsibilities	Yes		
2	General Requirements	Yes		
3.1	General (Core Management Services)	Yes		
3.2	Program Management Core work	Yes		
3.3	Program Management Plan	Yes		
3.4	Monitoring and Control	Yes		
3.5	Task Management	Yes		
3.6	Risk Management	Yes		
3.7	Canada Owned Resources Management	Yes		
3.8	Configuration and Data Management (CM-DM) services	Yes		
3.9	Security	Yes		
3.10	Travel	Yes		
4	Core Engineering Support Services	Yes		
4.1	Engineering Management	Yes		
4.2	Security Architecture and Safeguard Development	Yes		

Reference in SOW	Heading	Compliance	Reference in Bid	Comments
4.3	Systems Integration and Testing	Yes		
4.4	Cyber Security Operations Center	Yes		
4.5	Patch Management	Yes		
4.6	Security Assessment and Authorization (SA & A) Support	Yes		
4.7	Problem Management Support	Yes		
4.8	Incident Management Support	Yes		
5	Task-based Services	Yes		
5.1	Cyber Security Monitoring Capabilities	Yes		
5.2	New SA & A	Yes		
5.3	Security Engineering Validation (SEV)	Yes		
5.4	Vulnerability Assessment	Yes		
5.5	Technical Investigation and Engineering Support (TIES)	Yes		
5.6	Field Support	Yes		
Appendix 1	Glossary and Definitions	Noted		
Appendix 2	Standards and Reference Documents	Noted		
Appendix 3	System Description	Yes		
Appendix 4	Logistics SOW	Yes		
Appendix 5, Section 4	Bidders must provide a draft PMP as part of their bid.	Yes		
Appendix 5, Section 4	Bidders must provide a draft SEMP as part of their bid.	Yes		
Appendix 6	Bidders must provide resumes for the key personnel identified in Appendix A6 to Annex A.	Yes		

**ATTACHMENT 3 TO
PART 4 OF THE RFP
BID EVALUATION**

**LAND C4ISR CYBER SECURITY ENGINEERING SUPPORT
CONTRACT**

14 September 2017

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1 GENERAL

This document contains the evaluation criteria that will be used to assess the Technical, the Financial and the Industrial and Technical Benefits and Value Proposition Bid submission. This document contains the information necessary to allow bidders to prepare their proposal appropriately for the evaluation.

Where appropriate one or more primary references must be provided for the evaluation requirement. These references may not be the only references and the Bidder is responsible for ensuring they have read and responded appropriately to the entire Request for Proposal (RFP) including all attachments, Annexes and Appendices.

Bidders must comply with the bid preparations instructions as per the RFP PART 3 – BID PREPARATION INSTRUCTIONS

2 TECHNICAL BID EVALUATION

The Technical Evaluation Criteria consists of Mandatory Criteria and Rated Criteria. The Bidder's Technical Proposal must respond to each of the mandatory criteria and should respond to each of the point rated criteria in sufficient depth to permit the evaluation team to evaluate its compliance or to score the response, as applicable, in accordance with the stated criteria. The Bidder is requested to provide any information that it considers pertinent to support the evaluation of the response to an individual requirement.

2.1 Mandatory Requirement Criteria

- a) Core Program Management Requirement Criteria; and
- b) Core Engineering Management Requirement Criteria.

Bidders shall meet all mandatory requirements. Any proposal that fails to meet even one mandatory requirement will be disqualified and given no further consideration.

2.2 Rated Requirement Criteria

- a) Program Management Plan Requirements;
- b) Performance Based Contracting Experience Requirements;
- c) Systems Engineering Management Plan Requirements;
- d) Process Experience Requirements; and
- e) Personnel Experience Requirements

See section 2.4 of this annex for further details regarding rated criteria.

2.3 Mandatory Technical Bid Evaluation Criteria

2.3.1 Core Program Management Criteria

The Bidder must submit with their bid, a complete Program Management Plan (PMP) as outlined in Appendix 5, CDRL 100.001 and DID 100.001. The Bidder must clearly demonstrate how, when and where they have successfully implemented the proposed PMP, or a previous version of their proposed PMP with documentary evidence of the evolution and rational of the implemented changes of the new PMP being proposed, on an alternate contract or project. The bidder must provide at least one Customer Reference, validated as accurate by the Customer, with accurate Customer contact information. The Customer may be contacted to confirm validity of the information provided.

For clarity and for the purposes of this evaluation, a project is considered to have been successfully delivered when the Customer Reference includes confirmation by the customer that the services contracted for were delivered within the mutually agreed upon work requirements, price, schedule, and service levels/performance agreement.

2.3.2 Core Engineering Management Requirement Criteria

The Bidder must submit with their bid, a complete Systems Engineering Management Plan (SEMP) as outlined in Appendix 5, CDRL 200.001 and DID 200.001. The Bidder must clearly demonstrate how, when and where they have successfully implemented the proposed SEM, or a previous version of their proposed SEM with documentary evidence of the evolution and rational of the implemented changes of the new SEM being proposed, on an alternate contract or project. The bidder must provide at least one Customer Reference, validated as accurate by the Customer, with accurate Customer contact information. The Customer may be contacted to confirm validity of the information provided.

For clarity and for the purposes of this evaluation, a project is considered to have been successfully delivered when the Customer Reference includes confirmation by the customer that the services contracted for were delivered within the mutually agreed upon work requirements, price, schedule, and service levels/performance agreement.

2.3.3 Personnel Requirement Criteria

Mandatory Personnel qualifications will be assessed by evaluating resumes of all requested personnel. Bidders shall provide resumes for the personnel identified in Appendix 6 to Annex A, table 1: Resource Type, at the highest specified Levels (as indicated in Appendix 6).

As a minimum, the following information shall be included in each resume and presented in a tabular form:

- a. General: name, company name, location of employee and the employee's government security clearance level status.
- b. Education and training: dates, locations, and names of the institutions where the qualification was acquired. Copies of diplomas shall be provided. This section may also include formal company in house or external courses and attendance at pertinent conferences or symposia.
- c. Employment history: presented in tabular form and include the duration (years and months), employer name and position held, in reverse chronological order. Self-employed consultants shall list major projects and assignments.
- d. Experience: presented in tabular form with three columns including experience area, months of experience in that area and dates (month and year) the experience was obtained; and key details of that experience (e.g. project outline, company, specific tasks performed by the person, number of persons supervised).

The Bidder may use identified Team Members to meet the Personnel requirements. The Bidders shall demonstrate compliance in response to Appendix 6 to Annex A - which provides specific position requirements. Bidders shall provide sufficient information to substantiate that the candidates meet the requirement. Bidders shall provide copies of diplomas for the highest level of educational qualification stated in the resumes to meet the educational requirement.

2.4 Rated Technical Bid Evaluation Criteria

- a. The contractor will be evaluated on the below rated criteria. For the purposes of evaluating the rated criteria the following definitions will be used.

Recent: Is defined as having been completed within the last five (5) years from date of RFP release.

Similar Scope and Scale: Is defined as being within the C4ISR industry, having a minimum annual expenditure rate of 3 million per year or having as a minimum, the equivalent of 12 FTE positions throughout the duration of the contract/project and being of a minimum duration of 5 years.

Significant: is defined as depth and breadth of experience associated with the delivery or support of C4ISR capabilities for a period of a minimum of five (5) years in the last 10 years

Complex: meaning of a multi-million dollar value, multi-stakeholders, and multi-year contract.

- b. For each Reference Project submitted for 2.4.1 to 2.4.4 below, the Bidder must provide a Customer Reference, validated as accurate by the Customer, with accurate Customer contact information. The Customer may be contacted to confirm validity of the information provided.
- c. For each Reference Project submitted for 2.4.1 to 2.4.2 below, the Bidder must provide a detailed description, including but not limited to the following:
1. Executive Summary;
 2. Problem statement;
 3. Project Management Strategy that includes at a minimum:
 - i. Industry standard, best practice or corporate methodology used;
 - ii. Implementation strategy;
 - iii. Problem/Issue management;
 - iv. Communications management;
 - v. Risk mitigation;
 - vi. Technologies used or implemented;
 - vii. Resource management;
 - viii. Project schedule management (including complete project timeline).
 4. Budget management;
 5. Performance management, including continuous improvement and performance incentives (if used);
 6. Description of users;
 7. Volumetrics, including number of internal users, number of transactional requests, and diversity of transactions; and
 8. Contract Disputes and Performance Issues

- d. For the purpose of this solicitation, a “Team Member” or “Bidder’s Team” is the entity whose experience is being used to meet evaluation criteria of this bid. Where a Bidder cites the experience of a Team Member, Canada will only consider this experience if the experience is accessible to the Bidder and the Bidder can rely upon and use the experience in the performance of any resulting Contract. The Bidder is required to demonstrate this accessibility through the Team Member Consent Declaration Form at section 3.6. Experience listed without providing any supporting data to describe where, how and by whom such experience was obtained or failure to demonstrate that the Bidder has a teaming agreement with the Team Member whose experience satisfies the requirement may result in the experience not being considered for evaluation purposes. The experience identified by the Bidder to meet criterion 2.4 b and 2.4 c, identified above, must be for Work for which the Bidder was directly responsible.

2.4.1 Program Management Experience

The bidder’s Team program management capability will be evaluated based on actual relevant recent experience. The bidder’s Team must provide documentary evidence of two (2) recent examples in performing work of similar scope and scale for a maximum of 200 points per example. The minimum passing score for each example is 20 points. The rating scale is based on the following criteria:

- a. The work was performed somewhere other than Canada without a provided reference and the ability to perform a reference check by Canada -20 points
- b. The work was performed somewhere other than Canada with a provided reference and the ability to perform a reference check by Canada -40 points
- c. The work was performed in Canada without a provided reference and the ability to perform a reference check by Canada -60 points
- d. The work was performed somewhere other than Canada in a defence or cyber security context with the ability to perform a reference check by Canada -80 points
- e. The work was performed in Canada in a defence or cyber security context without the ability to perform a reference check by Canada -100 points
- f. The work was performed in Canada in a defence or cyber security context with the ability to perform a reference check by Canada demonstrating the Bidder’s Team met the contractual requirement -125 points
- g. The work was performed in Canada in a defence or cyber security context context with the ability to perform a reference check by Canada demonstrating the Bidder’s Team exceeded the contractual requirement -150 points
- h. The work was performed in Canada in a cyber security context with the ability to perform a reference check demonstrating the Bidder’s Team met the contractual requirement -175 points
- i. The work was performed in Canada in a cyber security context with the ability to perform a reference check demonstrating the Bidder’s Team exceeded the contractual requirement -200 points

Table A3-1 – Program Management Experience Total

Example	Description	Maximum Score	Actual Score	Comments
1		200		
2		200		
Total		400		

2.4.2 Performance Based Contracting Experience

The Bidder's Team performance based contracting (PBC) capability will be rated based on actual relevant recent experience. The Bidder's Team should provide documentary evidence of two (2) recent examples of work performed under a performance based contracting regime for a maximum of 250 points per example. PBC is define as a regime where the contractor's performance is rewarded through incentives based on contractually defined and enforced Key Performance Indicators (KPI) and System Health Indicators (SHI). The minimum passing score for each example is 25 points. The rating scale is based on the following criteria:

- a. The work was performed somewhere other than Canada without the ability to perform a reference check by Canada -25 points
- b. The work was performed somewhere other than Canada with the ability to perform a reference check by Canada -50 points
- c. The work was performed in Canada without the ability to perform a reference check by Canada -75 points
- d. The work was performed somewhere other than Canada in a defence or cyber security context with the ability to perform a reference check by Canada -100 points
- e. The work was performed in Canada in a defence or cyber security context without the ability to perform a reference check by Canada -125 points
- f. The work was performed in Canada in a defence or cyber security context with the ability to perform a reference check demonstrating the Bidder's Team met the contractual requirement -150 points
- g. The work was performed in Canada in a defence or cyber security context with the ability to perform a reference demonstrating the Bidder's Team exceeded the contractual requirement -175 points
- h. The work was performed in Canada in a cyber security context with the ability to perform a reference check demonstrating the Bidder's Team met the contractual requirement -200 points
- i. The work was performed in Canada in a cyber security context with the ability to perform a reference check demonstrating the Bidder's Team exceeded the contractual requirement -250 points

Table A3-2 – Performance Based Contracting Experience Total

Example	Description	Maximum Score	Actual Score	Comments
1		250		
2		250		
Total		500		

2.4.3 System Engineering Management Experience

The Bidder's Team System Engineering Management capability will be rated based on actual relevant recent experience. The Bidder's Team should provide documentary evidence of two (2) recent examples of implementing the proposed Engineering Management Plan for a maximum of 150 points per example. The minimum passing score for each example is 15 points. The rating scale is based on the following criteria:

- a. The work was performed somewhere other than Canada without the ability to perform a reference check by Canada -15 points
- b. The work was performed somewhere other than Canada with the ability to perform a reference check by Canada -30 points
- c. The work was performed in Canada without the ability to perform a reference check by Canada -45 points
- d. The work was performed somewhere other than Canada in a defence or cyber security context with the ability to perform a reference check by Canada -60 points
- e. The work was performed in Canada in a defence or cyber security context without the ability to perform a reference check by Canada -75 points
- f. The work was performed in Canada in a defence or cyber security context with the ability to perform a reference check demonstrating the Bidder's Team met the contractual requirement -90 points
- g. The work was performed in Canada in a defence or cyber security context with the ability to perform a reference demonstrating the Bidder's Team exceeded the contractual requirement -105 points
- h. The work was performed in Canada in a cyber security context with the ability to perform a reference check demonstrating the Bidder's Team met the contractual requirement -125 points
- i. The work was performed in Canada in a cyber security context with the ability to perform a reference check demonstrating the Bidder's Team exceeded the contractual requirement -150 points

Table A3-3 – System Engineering Management Experience Total

Example	Description	Maximum Score	Actual Score	Comments
1		150		
2		150		
Total		300		

2.4.4 Core Engineering Experience

The Bidder's Team core engineering capability will be rated based on actual relevant recent experience which is similar in scope to the Core Engineering Services requested in sub-sections 4.2, 4.4, 4.5 & 4.6 of the CSESC SOW. The Bidder's Team should provide documentary evidence of capability in the four (4) core engineering disciplines identified below for a maximum of 100 points per example. The minimum passing score for each example is 10 points.

The rating scale is based on the following criteria:

- a. The work was performed somewhere other than Canada without the ability to perform a reference check by Canada -10 points
- b. The work was performed somewhere other than Canada with the ability to perform a reference check by Canada -20 points
- c. The work was performed in Canada without the ability to perform a reference check by Canada -30 points
- d. The work was performed somewhere other than Canada in a defence or cyber security context with the ability to perform a reference check by Canada -40 points
- e. The work was performed in Canada in a defence or cyber security context without the ability to perform a reference check by Canada -50 points
- f. The work was performed in Canada in a defence or cyber security context with the ability to perform a reference check demonstrating the Bidder's Team met the contractual requirement -70 points
- g. The work was performed in Canada in a defence or cyber security context with the ability to perform a reference demonstrating the Bidder's Team exceeded the contractual requirement -80 points
- h. The work was performed in Canada in a cyber security context with the ability to perform a reference check demonstrating the Bidder's Team met the contractual requirement -90 points
- i. The work was performed in Canada in a cyber security context with the ability to perform a reference check demonstrating the Bidder's Team exceeded the contractual requirement -100 points

Table A3-4 – Core Engineering Experience Total

	Description	Maximum Score	Score x weight	Actual Score	Comments
1	Security Architecture and Safeguard Development	100	x 3		
2	Cyber Security Operation Center	100	x 3		
3	Security Assessment and Authorization (SA&A) Support	100	x 1		
4	Patch Management	100	x 1		
Total				800	

2.4.5 Resource Capability Experience

The Bidder's Team should provide documentary evidence of capability of twelve (12) resources available to meet the requirement of task-based work. Canada must have the ability to perform reference check based on the information provided in the bid. The minimum passing score for

each resource type is 10 points. The rating scale is based on an evaluation of breadth and depth of knowledge and experience:

- 2.4.6 Breadth of knowledge and experience will be evaluated based on 50 points for each resource. The breadth of experience will be marked based diversity of experience level when compared to the area identified in Appendix 6 to Annex A:
- The proposed resources has relevant knowledge and experience in one of the area identified in Appendix 6 - 10 points
 - The proposed resources has relevant knowledge and experience in some of the area identified in Appendix 6 - 20 points
 - The proposed resources has relevant knowledge and experience in most of the area identified in Appendix 6 - 30 points
 - The proposed resources has relevant knowledge and experience in all the area identified in Appendix 6 - 40 points
 - The proposed resources has relevant knowledge and experience that exceeds the area identified in Appendix 6 - 50 points
- 2.4.7 The depth of experience will be based on completed years of experience for a maximum of 50 points:
- The relevant depth of experience is below 1 year – 0 points
 - The relevant depth of experience is between 1 and 3 Years – 10 points
 - The relevant depth of experience is between 3 and 5 Years – 20 points
 - The relevant depth of experience is between 5 and 10 years – 30 points
 - The relevant depth of experience is between 10 and 15 years – 40 points
 - The relevant depth of experience is above 15 years – 50 points

Table A3-5 – Resource Capability Experience Total

	Description	Max Score	Breadth (50 max)	Depth (50 max)	Total = (Breadth + Depth) x weight	Comments
1	Cyber Security Architect	150			x 1.5	
2	Cyber Security Engineer	100			x 1	
3	Cyber Security Engineer	100			x 1	
4	Cyber Security Specialist	75			x 0.75	
5	Cyber Security Specialist	75			x 0.75	
6	System Security Analyst	75			x 0.75	
7	System Security Analyst	75			x 0.75	

	Description	Max Score	Breadth (50 max)	Depth (50 max)	Total = (Breadth + Depth) x weight	Comments
8	Incident Management Specialist	100			x 1	
9	SA&A Specialist	100			x 1	
10	System/Software Engineer	100			x 1	
11	Test Engineer	100			x 1	
12	Test Technician	50			x 0.5	
Total					1100	

2.5 Rated Total Score

Table A3-6 - Total Rated Criteria Point Summary

Rated Criteria Elements	Max Points Available	Total Points
Program Management Experience Summary	400	
Performance Based Contracting Experience Summary	500	
Systems Engineering Management Experience Summary	300	
Core Engineering Experience Summary	800	
Resource Capability Experience Summary	1,100	
Total	3,100	

2.6 TEAM MEMBER CONSENT DECLARATION FORM

Legal Name of Team Member	
Role of Team Member (Equity, Project Lead, Design, Construction, Facility Operations, Information Technology, or	
Approximate percentage of role to be performed by the Team	
Type of Business	
Current Trading/Business Name	
Year of Incorporation / Registration	

Registered Address	
---------------------------	--

I, _____, am an authorized officer or director of _____ (“Team Member”) and confirm for and on behalf of the Team Member and without any personal liability that:

- a) the Team Member has read and understands the RFP and acknowledges that all terms not otherwise defined herein shall have the meaning given to them in the RFP;
- b) the Team Member agrees to be bound by the requirements of the RFP;
- c) the Team Member consents to its inclusion as a member of the Bidder’s Team;
- d) the Team Member confirms that the Bidder accurately reflects the qualifications of the Team Member;
- e) the Team Member consents to Canada performing reference checks in accordance with the RFP;
- f) the Team Member understands and accepts the obligations imposed on it as a result of the Bid;
- g) the Team Member does not consider itself to be in conflict of interest or to have an unfair advantage within the meaning of Section 18 of the Standard Instructions 2003 (2017-04-27);
- h) the Team Member declares that this Team Member Consent Declaration Form has not been modified in any manner, except to complete the required information;
- i) the Team Member declares that _____ (the Bidder) has been appointed the representative of the Bidder’s Team and has been given the power and authority to bind the Team Member for all matters pertaining to the RFP; and
- j) The Team Member declares that it is in compliance with the Integrity Provisions and with the Code of Conduct for Procurement set forth in Section 21 of the Standard Instructions 2003 (2017-04-27).

In witness whereof, the Team Member has executed this Team Member Consent Declaration as of the date indicated below.

Name: Title: Date:

Team Member

Per:

Per:

Name:

Name:

Title:

Title:

Date:**Date:****Signature:**_____**Signature:**_____**3. FINANCIAL BID EVALUATION**

The evaluated cost will be calculated using the firm all-inclusive rates and mark-ups proposed by the Bidder and the quantities indicated in the financial evaluation tables. The number of persons, units and days are based on “Proxy” usage rates. They are for evaluation purposes only and do not represent any promise or representation by Canada of any particular volume of work.

3.1 Mandatory Financial Evaluation Criteria

Bidders must complete and submit

Table A3-5 through Table 11 with their Financial Bid.

3.2 Personnel Costs

3.2.1 Hourly Rates

Bidders shall enter their rates, as defined by the Personnel Rate Category in Appendix 6 of the SOW, into

Table A3-.

Table A3-7 – Hourly Rate

Personnel (Pers) Rate Category	Qty Pers (A)	Contract Hourly Rate (B)					Evaluat (AxB x 7.5 hours		
		Year 1	Year 2	Year 3	Year 4	Year 5	Year 1 (C)	Year 2 (D)	Year (E)
Cyber Security Architect	1	\$	\$	\$	\$	\$	\$	\$	\$
Cyber Security Engineer	2	\$	\$	\$	\$	\$	\$	\$	\$
Cyber Security Specialist	2	\$	\$	\$	\$	\$	\$	\$	\$
System Security Analyst	3	\$	\$	\$	\$	\$	\$	\$	\$
Incident Management Specialist	2	\$	\$	\$	\$	\$	\$	\$	\$
Security Assessment & Authorization Specialist	2	\$	\$	\$	\$	\$	\$	\$	\$
System/Software Engineer	0.5	\$	\$	\$	\$	\$	\$	\$	\$
System/Software Specialist	1	\$	\$	\$	\$	\$	\$	\$	\$
Test Engineer	1	\$	\$	\$	\$	\$	\$	\$	\$
Test Technician	0.75	\$	\$	\$	\$	\$	\$	\$	\$
Personnel Sub Totals	XX						\$	\$	\$

3.1.2 Total Evaluated Personnel Cost Calculation

The total of the Per Diem Rate is calculated at

Table A3-8 Total Evaluated Personnel Cost

Personnel (Pers) Category	Year 1	Year 2	Year 3	Year 4	Year 5	Sub –Total
Sub Totals	\$ (C)	\$ (D)	\$ (E)	\$ (F)	\$ (G)	\$ (C+D+E+F+G)
Total Evaluated Cost						\$(Enter Value into Table A3-11)

3.1 Core Work

Bidders shall enter their rates, which are listed in Annex B – Basis of payment, into

Table A3-A3-9. The total value of the Core Work costs will be used for the cost per point calculation determined at Table A3-11:**Table A3-9 - Total Evaluated Core Work Cost**

Core Work	Monthly Fixed Rate (A)					Annual Rate (B) (A*12)					5 Year Cost
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 1	Year 2	Year 3	Year 4	Year 5	SUM of B
Core Management Work	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Core Engineering Work	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Total:											\$(Enter Value into Table A3-11)

Table A3-8 Total Evaluated Personnel Cost

Personnel (Pers) Category	Year 1	Year 2	Year 3	Year 4	Year 5	Sub –Total
Sub Totals	\$ (C)	\$ (D)	\$ (E)	\$ (F)	\$ (G)	\$ (C+D+E+F+G)
Total Evaluated Cost						\$(Enter Value into Table A3-11)

3.2 Core Work

Bidders shall enter their rates, which are listed in Annex B – Basis of payment, into

Table A3-A3-9. The total value of the Core Work costs will be used for the cost per point calculation determined at Table A3-11:**Table A3-9 - Total Evaluated Core Work Cost**

Core Work	Monthly Fixed Rate (A)					Annual Rate (B) (A*12)					5 Year Cost
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 1	Year 2	Year 3	Year 4	Year 5	SUM of B
Core Management Work	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Core Engineering Work	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Total:										\$(Enter Value into Table A3-11)	

3.3 Mark-ups

Bidders shall propose firm mark-up rates, including overhead, general and Administration, profit and any other mark-up normally charged, for the acquisition of hardware, system equipment and software (HW/SE/SW), and the services of individuals with specialized knowledge (SK's) and Sub-Contracted services during the contract period utilizing Table A3-10. The mark-up amounts determined in the Table A3-10 (which include mark-up cost plus cost of acquisition) below will be evaluated as part of the overall Bid price.

3.3.1 Acquisition of hardware, system equipment and software (HW/SE/SW) Mark-Up

For the purposes of bid evaluation only, acquisition costs for hardware, system equipment and software during the Contract period is hypothetically set at \$7,500,000.00. Bidders must provide a Mark-up rate for the acquisition of HW/SE/SW in Table A3-10

3.3.2 Acquisition of the services of individuals with Specialized Knowledge (SK) and Sub-Contracted Services

For the purposes of bid evaluation only, the acquisition costs for SK and Sub-Contracted Services during the contract period is hypothetically set at \$2,000,000.00. Bidders must provide a Mark-up rate for the acquisition of SK and Sub-Contracted Services in Table A3-10.

Table A3-10 - Cost with Mark-ups

Activity	Mark-up Rate (%) (A)	Acquisition Costs (Not a Guarantee) (B)	Evaluated Amount ((AxB)+B)
Acquisition of HW/SE/ SW	(A1)	\$7,500,000.00	(C)
Acquisition of SK & Sub- Contractors	(A2)	\$2,000,000.00	(D)
Total Evaluated Cost with Mark-ups = C+D:			\$(Enter Value into Table A3-11)

3.3 Travel and Living Expenses

The cost of travel and living expenses for contractors is not considered in the bid pricing.

3.4 Financial Bid Worksheet

Table A3-11 is a summary of all evaluated costs as determined in

Table A3- through A3-10. Bidders shall populate this table using the totals determined in

Table A3-A3-7 through A3-10 where indicated by “\$Enter Value into Table A3-11”
Bidders shall include

Table A3-A3-7 through A3-11 with their Financial Bid.

If there are any discrepancies between the amounts in Table A3-11 and those in

Table A3-A3-7 through A3-10, the cost will be recalculated using the values determined in

Table A3-A3-7 through A3-10.

Table A3-11 - Total Evaluated Cost of Bid

Cost Summaries	Total Evaluated Cost
Personnel Cost Summary	\$
Core Work Cost Summary	\$
Cost with Mark-ups	\$
Total Evaluated Cost	\$

4 INDUSTRIAL AND TECHNOLOGICAL BENEFITS AND VALUE PROPOSITIONS

1. INTRODUCTION

- 1.1. The purpose of the Value Proposition (VP) Evaluation Plan (Evaluation Plan) is to describe the methodology that will be used to evaluate the VP Proposal (Proposal) submitted by the Bidder.
- 1.2. The Proposal will be evaluated as either responsive or not responsive. The Proposal will be deemed responsive if it: i) meets all of the mandatory requirements outlined in Section 2; and, ii) meets the minimum assessment values outlined in Section 3.
- 1.3. All responsive bids will then be evaluated based on rated criteria, as outlined in Section 4.
- 1.4. The results of the evaluation will be conveyed to the Contracting Authority. The results will then be integrated into the overall bid evaluation results, as outlined in section 4 of the Land C4ISR Cyber Security Engineering Support Contract (CSESC) (the Project) Evaluation Plan.
- 1.5. The Bidder is strongly encouraged to closely review the entire Bidder Instructions document.
- 1.6. Defined terms not otherwise defined in this document have the meaning given to them in the ITB Terms and Conditions and the Request for Proposal, including appendices, to which this Evaluation Plan is attached.

2. MANDATORY REQUIREMENTS

- 2.1. The chart below details each mandatory requirement and how the ITB Authority will assess whether it has been met. The Proposal will be assessed as responsive or not responsive. To be considered responsive, all mandatory requirements must be met.

Table 2-1, Mandatory Requirements Evaluation Chart

Mandatory Requirement	Method to Confirm
1. Bidder commits to achieving Transactions, measured in Canadian content value (CCV), valued at not less than 100 percent of the Contract Price (including options exercised) or the total CCV of identified Transactions, whichever is higher, to be achieved within the Achievement Period.	Mandatory requirements certificate is duly signed and submitted.
2. Commits to achieving Direct Transactions valued at not less than 70 percent of the Contract Price in CCV, or the total CCV of Direct Transaction Commitments in	Mandatory requirements certificate is duly signed and submitted

the Bidder's Proposal, whichever is higher, including options exercised, to be achieved within the Achievement Period.	
3. Bidder has specified its Total Evaluated Cost of Bid, not including taxes, and not including options, and rounded to the nearest dollar.	Mandatory requirements certificate is duly signed and submitted, with Total Evaluated Cost of Bid provided.
3a. Bidder has identified Transactions which are detailed, fully described and equal in total to not less than 30 percent of the Total Evaluated Cost of Bid in CCV. All Transactions identified in the Bidder's Proposal must align with one or more of the rated criteria specified in Sections 4.1.1 to 4.1.3 of the Evaluation Plan.	Alignment of the Transaction with one or more of the rated criteria is confirmed. CCV value of each Transaction in the Proposal is totalled, then compared against the Total Evaluated Cost of Bid. Mandatory requirements certificate is duly signed and submitted.
3b. Bidder commits to identifying one (1) year after the Effective Date of Contract, Transactions that are detailed, fully described and bring the cumulative total of identified Transactions to not less than 60 percent the Contract Price, measured in CCV.	Mandatory requirements certificate is duly signed and submitted.
3c. Bidder commits to identifying three (3) years after the Effective Date of Contract, and for each additional contract option year exercised, Transactions that are detailed, fully described and bring the cumulative total of identified Transactions to 100 percent of the Contract Price, measured in CCV.	Mandatory requirements certificate is duly signed and submitted.
4. Commits to achieving Small and Medium Business Transactions valued at not less than 5 percent of the Contract Price in CCV, or the total CCV of Small and Medium Business Commitments in the Bidder's Proposal, whichever is higher, including options exercised, to be achieved within the Achievement Period.	Mandatory requirements certificate is duly signed and submitted.
5. Commits to achieving Research and Development Activity Transactions valued at not less than 1 percent of the Contract Price in CCV, or the total CCV of Research and Development Commitments in the Bidder's Proposal, whichever is higher, including options exercised, to be achieved within the Achievement Period.	Mandatory requirements certificate is duly signed and submitted.
6. Bidder accepts all of the ITB Terms & Conditions.	Mandatory requirements certificate is duly signed and submitted.
7. Bidder submits all the required components in its Proposal: <ul style="list-style-type: none"> • Company Business Plan • ITB Management Plan 	Presence of each required component in the Proposal and the Mandatory requirements certificate is duly signed and

<ul style="list-style-type: none"> • Regional Development Plan • Small and Medium Business Development Plan • Detailed transaction sheets, accompanied by a summary chart of all Transactions. • Signed Mandatory requirements certificate 	submitted.
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3. MINIMUM ASSESSMENT VALUES

3.1. The Plans will be evaluated to determine if they meet the minimum assessment values below.

3.1.1. The Bidder's four Plans will be evaluated to confirm that they are present in the Proposal. The Plans are then assessed for quality and for risk, using the assessments in Tables 3-1 and 3-2.

3.1.2. Quality will be assessed as to whether the Plans respond to the requested components outlined in Section 5 of the Bidder Instructions, the level of detail in the component, and how well the content of the Plan meets the ITB Objectives outlined in Section 3 of the Bidder Instructions.

3.1.3. Quality will be assessed on a scale of one (1) to four (4), using the values below in Table 3-1.

Table 3- 1, Plan Quality Assessments

VALUE	1 PLAN – QUALITY ASSESSMENTS
4	SUPERIOR Plan contains detailed responses to four or more of the requested items in Section 5.4 to 5.7, both inclusive, as applicable, of the Bidder Instructions. The Plan demonstrates that many of Canada's ITB Objectives will be met.
3	GOOD Plan contains detailed responses to three of the requested items in Section 5.4 to 5.7, both inclusive, as applicable, of the Bidder Instructions. The Plan demonstrates that several of Canada's ITB Objectives will be met.
2	POOR Plan contains detailed responses to two of the requested items in Section 5.4 to 5.7, both inclusive, as applicable, of the Bidder Instructions. The Plan demonstrates that some of Canada's ITB Objectives will be met.
1	VERY WEAK Plan contains detailed response to one or less of the requested items in the Section 5.4 to 5.7, both inclusive, as applicable, of the Bidder Instructions. The Plan does not demonstrate that Canada's ITB Objectives will be met.

3.1.4. Risk will be assessed as to whether the Plans respond to the risk areas outlined in Section 5 of the Bidder Instructions and the level of detail provided.

3.1.5. Risk will be assessed on a scale of one (1) to four (4), using the values below in Table 3-2.

Table 3- 2, Plan Risk Assessments

VALUE	PLAN - RISK ASSESSMENTS
4	SUPERIOR Plan contains a detailed response to four or more of the risk areas in Section 5.3 of the Bidder Instructions, such that the probability of failure to achieve is extremely low.
3	GOOD Plan contains a detailed response to three of the risk areas in Section 5.3 of the Bidder Instructions, such that the probability of failure to achieve is low.
2	POOR Plan contains a detailed response to two of the risk areas in Section 5.3 of the Bidder Instructions, such that the probability of failure to achieve is moderate.
1	VERY WEAK Plan contains a detailed response to one or less of the risk areas in Section 5.3 of the Bidder Instructions, such that the probability of failure to achieve is significant.

3.1.6. The Quality and Risk assessments agreed to by evaluators will be multiplied together and the sums added together to determine the final Plans assessment value for the Proposal.

3.1.7. The Bidder must achieve or exceed a final Plans assessment value of thirty-two (32) (out of a possible sixty-four (64)).

EXAMPLE:

Table 3.3 - Example

Plan	Quality (A)	Risk (B)	Assessment Value (C) (C) = (A) x (B)
Company Business Plan	4	3	12
ITB Management Plan	2	3	6

Regional Development Plan	4	4	16
SMB Development Plan	4	2	8
Final plans assessment value			42

3.2. Evaluation of proposed Transactions

- 3.2.1. The Bidder's proposed Transactions will be evaluated to determine whether they comply with the Bidder Instructions and with the ITB Terms and Conditions, with respect to eligibility criteria, valuation, banking and transaction types.
- 3.2.2. If a proposed Transaction does not meet the criteria outlined in 3.2.1, it will be rejected and will receive no further consideration during the mandatory or rated evaluation, or in the Contract.
- 3.2.3. If a proposed Transaction meets the criteria outlined in 3.2.1, it will then be assessed in accordance with the Mandatory Requirements in Section 2, specifically paragraph 3a of Table 2-1 Mandatory Requirements Evaluation Chart.
- 3.2.4. Any Transactions identified in the Proposal will be assessed to determine whether they align with one or more of the three rated evaluation criteria identified in sections 4.1.1 through 4.1.3. The Bidder should provide a level of detail sufficient to support the claim that the Transaction fits within a given criteria.
- 3.2.4.1. Transactions where the Bidder does not demonstrate alignment with the rated evaluation criteria will be rejected and will receive no further consideration during the mandatory or rated evaluation, or in the Contract.
- 3.2.4.2. Transactions where the Bidder demonstrates alignment with the rated evaluation criteria will be included as part of the Bidder's Commitments in the rated evaluation, outlined in Section 4 of the Evaluation Plan. These Transactions would also be included as an Obligation to be achieved in the Contract.

4. RATED EVALUATION

- 4.1. The Bidder's proposed Commitments will be evaluated against the rated criteria as described below.

Land C4ISR – Cyber Security Engineering Support Contract (CSESC) Value Proposition Strategic Objective
The strategic objective of the Value Proposition (VP) Framework for the Project is to ensure that Canadian capabilities are utilized directly on the procurement, while incentivizing high-quality research and development investments that support

innovation and the competitiveness of Canada’s cyber security sector, as well as supply chain integration opportunities for Canadian small and medium-sized businesses (SMB).

4.1.1 Direct Transactions

The Direct Transactions pillar will incentivize high-value work activities in Canada directly related to the Project. The Mandatory Requirement in this area ensures that a minimum amount of Canadian content is used for the provision of goods and services, where Canada has capabilities, while Value Proposition points seek to incentivize bidders to compete on the basis of maximizing Direct Transactions.

Table 4 – 1, Direct Transactions

Criteria	Available Points	Basis of Evaluation
Direct Transactions		
Commitments to undertake Direct Transactions above 70 percent of Contract Price, up to a maximum of 100 percent	30	<p>Points will be awarded for Commitments to achieve Direct Transactions based on the following:</p> <p>The Bidder with the highest commitment to undertake Direct Transactions above seventy (70) percent of Contract Price up to a maximum of one hundred (100) percent, stated as a percentage of the Bidder’s Total Evaluated Cost of Bid , not including options and measured in CCV, will receive thirty (30) points. All other bidders will be pro-rated down.</p> <p>Formula: Bidders total Direct Transaction Commitment above 70 percent (up to a maximum of 100 percent) divided by the highest bidder’s Direct Transaction Commitment above 70 percent (up to a maximum of 100 percent), multiplied by 30 points.</p>

4.1.2 Research and Development:

The Research and Development (R&D) pillar will incentivize bidders to identify R&D Transactions with Canadian Companies, Canadian Post-Secondary Institutions, and/or Public Research Institutions that support Canada’s high-value Cyber Security research capabilities.

Table 4 – 2, Research and Development

Criteria	Available	Basis of Evaluation
----------	-----------	---------------------

	Points	
Research and Development		
Commitments to undertake R&D Activity Transactions with Canadian Companies and/or Post-Secondary Institutions or Public Research Institutions, above 1 percent of Contract Price, up to a maximum of 100 percent	55	<p>Points will be awarded for Commitments to achieve R&D Transactions based on the following:</p> <p>Commitments for each category of R&D Activity Transactions should be expressed as a commitment to undertake R&D Activity Transactions above one (1) percent of Contract Price.</p> <p>Commitment to R&D Activity Transactions in the Cyber Security Market Segment with Canadian Post-Secondary Institutions or Public Research Institutions, up to a maximum of one hundred (100) percent, stated as a percentage of the Bidder's Total Evaluated Cost of Bid, not including options and measured in CCV, will receive two (2) points for every percentage of Total Evaluated Cost of Bid committed.</p> <p>Commitment to R&D Transactions in the Cyber Security Market Segment with Canadian Companies, up to a maximum of one hundred (100) percent, stated as a percentage of the Bidder's Total Evaluated Cost of Bid, not including options and measured in CCV, will receive one (1) point for every percentage of Total Evaluated Cost of Bid committed.</p> <p>The R&D point accumulation is calculated by totalling the points accumulated in R&D Activities in the Cyber Security Market Segment with Canadian Companies and Post-Secondary Institutions or Public Research Institutions. The Bidder with the highest point accumulation for such commitments above one (1) percent of Contract Price up to a maximum of one hundred (100) percent, will receive fifty-five (55) points. All other bidders will be pro-rated down.</p>

		Formula: (Bidders R&D Activity point accumulation divided by the highest bidder's R&D Activity point accumulation) multiplied by 55 points.
--	--	---

4.1.3. Small and Medium Sized Businesses (SMBs):

The Small and Medium-sized Business (SMB) pillar will incentivize bidders to work with SMB across Canada, to integrate them into supply chains, and invest in developing their skills, capacity, quality and productivity so they can remain competitive in the global market.

Table 4 – 3, Small and Medium Sized Businesses

Criteria	Available Points	Basis of Evaluation
<u>Small and Medium Sized Businesses</u>		
Commitments to undertake Transactions with SMBs above 5 percent of Contract Price, up to a maximum of 100 percent	15	<p>Points will be awarded for Commitments to achieve Transactions based on the following:</p> <p>The Bidder with the highest Commitment to undertake Transactions with SMBs above five (5) percent of Contract Price up to a maximum of one hundred (100) percent, stated as a percentage of the Bidder's Total Evaluated Cost of Bid, not including options and measured in CCV, will receive fifteen (15) points. All other bidders will be pro-rated down.</p> <p>Formula: Bidders total SMB Commitment above 5 percent (up to a maximum of 100 percent), divided by the highest bidder SMB Commitment above 5 percent (up to a maximum of 100 percent), multiplied by 15 points.</p>

4.2. In the event that the Bidder identifies Commitments or proposed Transactions in its Proposal valued at more than 100 percent of the Total Evaluated Cost of Bid, no additional points will be earned in the rated evaluation, above those outlined in the Evaluation Plan. Additionally in this event, the Obligation values in Article 3.1.1 of the Terms and Conditions (including the sub-obligations) would be increased to match the total value of those Transactions.

4.3. One identified Transaction may be aligned with multiple criteria and will be scored as such, up to the maximum total points. All Transactions that meet the criteria in Section

3.2 and Commitments identified in the Proposal will be included as an Obligation to be achieved in the ensuing Contract.

- 4.4. In the event that the Bidder's total identified Transactions in the Proposal align with any of the three rated VP criteria, expressed as a percentage of Total Evaluated Cost of Bid, is greater than the Bidder's Commitment in the same VP criteria as expressed in the Rated Criteria Certificate, the higher value will both be considered as the Bidder's Commitment in the rated evaluation described in Section 4, and as the Obligation to be achieved in Article 3 of the ensuing Contract.

- 4.5. Table 4-4 below summarizes the rated evaluation scoring:

Table 4-4 – Transaction Scoring

Criteria	Available Points	Basis of Evaluation
Direct Transactions	30	
Commitment		Commitment above 70 percent, expressed as CCV percentage of Total Evaluated Cost of Bid on signed rated criteria certificate (or CCV percentage of identified Direct Transactions, whichever is higher)
Research and Development	55	
Commitment		Commitment above 1 percent, expressed as CCV percentage of Total Evaluated Cost of Bid on signed rated criteria certificate (or CCV percentage of identified Research and Development Transactions, whichever is higher)
Portion of commitment involving Canadian Companies		Commitment expressed as CCV percentage of Total Evaluated Cost of Bid on signed rated criteria certificate (or CCV percentage of identified Research and Development Transactions with Canadian Companies, whichever is higher)
Portion of commitment involving Post-Secondary Institutions or Public Research Institutions		Commitment expressed as CCV percentage of Total Evaluated Cost of Bid on signed rated criteria certificate (or CCV percentage of identified Research and Development Transactions with Post-Secondary Institutions or Public Research Institutions, whichever is higher)
Small and Medium Sized Businesses	15	
Commitment		Commitment above 5 percent, expressed as CCV percentage of Total Evaluated Cost of Bid on signed

		rated criteria certificate (or CCV percentage of identified SMB Transactions, whichever is higher)
Total Points	100	

- 4.6. Total VP Score: The Bidder's scores for commitments will be totaled to reach a Total VP Score, which will then be weighted at twenty (20) percent of the total available score for the Project's overall bid evaluation.

5. PROCESS

- 5.1. The evaluation is led by the ITB Authority, with participation from representatives of the regional development agencies, and, if required, other subject matter experts.
- 5.2. Evaluation assessments and scoring will be carried out by consensus, wherein the Bidder's Proposal will be read, discussed and each evaluator will agree to a score for each rated element. Consensus on broader issues will be sought, such that evaluators agree on the need for and nature of any clarifying questions or advice sought from outside experts. Where consensus on scoring, issues or other questions cannot be reached following discussion, the ISED Evaluation Lead will make the final decision.
- 5.3. The ITB Authority will hold overall responsibility for ensuring that the members of the evaluation team carry out their responsibilities. The ITB Authority will act as the liaison between the evaluation team and outside officials.

ANNEX A
TO CONTRACT
W8486-184083

LAND C4ISR
CYBER SECURITY ENGINEERING
SUPPORT CONTRACT

STATEMENT OF WORK

14 September 2017

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1 INTRODUCTION

1.1 Aim

The objective of this SOW is to define the scope of work to be undertaken by the Cyber Security Engineering Support Contract (CSESC) for the in-service support of the Land Command, Control, Communications, Computers, Intelligence, Surveillance and Reconnaissance System (Land C4ISR System).

The endstate of this contract is the technical contribution to the CAF Cyber Mission Assurance for Land C4 ISR systems. The secondary goal is to inform the definition of the requirement and approach for a long term performance based contract.

1.2 Scope

This Statement of Work (SOW) specifies the required activities to provide Engineering and Integration support for the Land C4ISR System.

The principle role of CSESC is to provide:

- Security Architecture and Safeguard Development;
- Systems Integration and Testing;
- Cyber Security Operation Center;
- Patch Management
- Security Assessment and Authorisation (SA&A) Support
- Problem Resolution Support

Further CSESC can include tasks to deliver:

- Episodic Cyber Security Monitoring Capability;
- Additional SA&A support;
- Security Engineering Validation (SEV);
- Vulnerability Assessment;
- Technical Investigation and Engineering Support; and
- Fielding Support.

Appendix 3 identifies the Land C4ISR System hardware and software components as either requiring a Full level of support or System of Systems (SoS) integration support. It is anticipated that the Land C4ISR System components will change over time as the system evolves. Also the level of support may change over time. The changes in scope and level of support will be managed through task-based activities.

The SoS support means that the Contractor will be expected to have, or acquire, an understanding of the equipment or application at the System of Systems level, including understanding its use in the Land C4ISR System and its interfaces, and be capable of performing Security engineering, integration and testing.

The Full level of support means that the Contractor will be expected to have, or acquire, in-depth knowledge of the subsystems over and above that required for SoS Support. The Contractor may be tasked to perform *Corrective*, *Perfective*, *Adaptive* and *Emergency* maintenance on the component. In the case of software, the Contractor can be provided with source code and detailed design document as appropriate. In all cases DND will provide the appropriate licenses.

1.3 Background and Land C4ISR High Level Description

The Government of Canada has given the Canadian Armed Forces (CAF) clear direction concerning its vision for defence, in which Canada is:

- **Strong at home**, its sovereignty well-defended by a Canadian Armed Forces also ready to assist in times of natural disaster, other emergencies, and search and rescue;
- **Secure in North America**, active in a renewed defence partnership in NORAD and with the United States; and
- **Engaged in the world**, with the Canadian Armed Forces doing its part in Canada's contributions to a more stable, peaceful world, including through peace support operations and peacekeeping.

In order to meet these objectives, Canada needs an agile, multi-purpose, combat-ready military, operated by highly trained, well-equipped women and men. At any given time, the Government of Canada can call upon the Canadian Armed Forces to undertake missions for the protection of Canada and Canadians and the maintenance of international peace and stability. The Canadian Armed Forces must be prepared to:

- Detect, deter and defend against threats to or attacks on Canada;
- Detect, deter and defend against threats to or attacks on North America in partnership with the United States, including through NORAD;
- Lead and/or contribute forces to NATO and coalition efforts to deter and defeat adversaries, including terrorists, to support global stability;
- Lead and/or contribute to international peace operations and stabilization missions with the United Nations, NATO and other multilateral partners;
- Engage in capacity building to support the security of other nations and their ability to contribute to security abroad;

- Provide assistance to civil authorities and law enforcement, including counter-terrorism, in support of national security and the security of Canadians abroad;
- Provide assistance to civil authorities and nongovernmental partners in responding to international and domestic disasters or major emergencies; and
- Conduct search and rescue operations.

Further, the Canadian Armed Forces will be prepared to *simultaneously*:

- Defend Canada, including responding concurrently to multiple domestic emergencies in support of civilian authorities;
- Meet its NORAD obligations;
- Meet commitments to NATO Allies under Article 5 of the North Atlantic Treaty;
- Contribute to international peace and stability through:
 - Two sustained deployments of ~500-1500 personnel, including one as a lead nation;
 - One time-limited deployment of ~500-1500 personnel (6-9 months duration);
 - Two sustained deployments of ~100-500 personnel;
 - Two time-limited deployments (6-9 months) of ~100-500 personnel;
 - One Disaster Assistance Response Team (DART) deployment, with scalable additional support; and
 - One Non-Combatant Evacuation Operation, with scalable additional support.

To carry out these missions, the CAF requires a fully integrated tactical network, capable of providing, flexible, multi-role and combat-capable communications to the military. It also requires connectivity to other federal government departments, to the governments of other countries, to international organizations, to non-governmental organizations, to private volunteer organizations, and to private business ventures.

The Land C4ISR System is the System of Systems (SoS) that supports the Canadian Armed Forces (CAF) Land operations by providing commanders with the information services required to make effective and timely decisions. As such, it enables the CAF to:

- Plan and direct operations;
- Manage operational information;
- Achieve situational awareness; and
- Exchange information.

The Land C4ISR System is an interconnected network of digital Communications and Information Systems (CIS) by which the data needed to plan, direct and control tactical land operations is communicated, stored, processed and displayed. Figure 1 shows a high-level diagram of Land C4ISR System depicting the installations, vehicles, and dismounted soldiers

and the subnetworks that interconnect them. It should be noted that the Land C4ISR System comprises equipment and systems to provide the services, but does not include the platforms themselves – these are the responsibility of specific platform DND Equipment/Weapon System Management Team. The Directorate, Land Command System Program Management (DLCSPM), as the Departmental authority for the Land C4ISR System has Total System Responsibility (TSR) and is responsible for the life cycle of the Land C4ISR System encompassing Architectural Development, Systems Engineering, Integration, Fielding, In-Service Support and final Disposal.

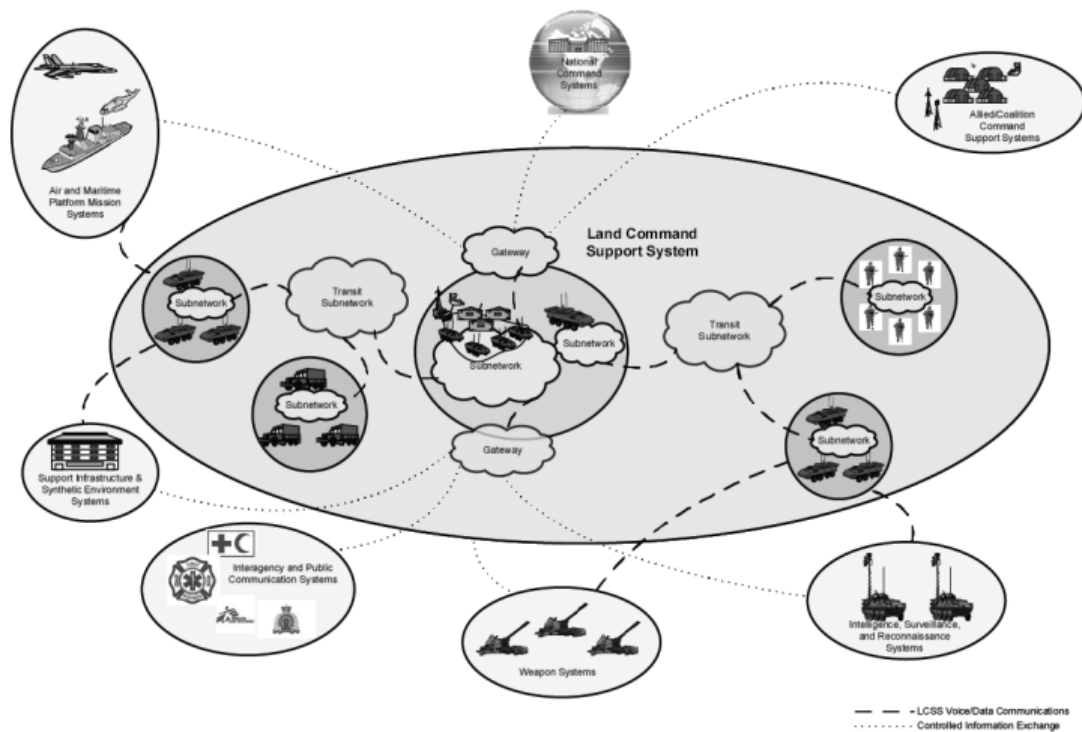


Figure 1 LAND C4ISR SYSTEM Conceptual Diagram

In order to support its TSR responsibilities DLCSPM will manage support of the Land C4ISR System within an integrated environment led by an Integrated Product Team (IPT). The IPT will be a working level body, DLCSPM led and jointly managed with the Land C4ISR Engineering and Integration (E&I) Support Contractor. Stakeholders will include the operational community, the joint community and all major equipment/component providers to the Land C4ISR system. The IPT will operate in a cooperative and collaborative manner, with members working in good faith under the framework of a relational contract and under the guidance of the IPT lead to ensure the needs of the Land C4ISR, and ultimately the Canadian Soldier are met, while respecting the needs of the Government (contracting) and industry.

The IPT will be the champion of the Agile development teams and will establish the “Capability Intent” for the outcomes of each capability development component sprint grouping. Canada will maintain Total System Responsibility while the E&I contractor shall provide the core of the IPT.

That is, the IPT will operate in a collaborative manner forming the bridge between government and army stakeholders and industry partners. Ultimate responsibility for the relationships up and out to government and Army stakeholders will be held by DLCSPM. The E&I contractor will be responsible for technical support of the overall Land C4ISR SoS by documenting the system architecture, supporting operational analysis, performing system engineering design and performing integration and supporting system level configuration management. The CSESC will be responsible to document the Security architecture, supporting operational security analysis, performing Security engineering design and performing integration and supporting system level cyber security management. Thus, DLCSPM will be responsible for ensuring that the right system is being built while the support contractors shall be responsible for ensuring the system is being “built right”. The proposed System Engineering process is depicted at Figure 6.

The proposed separation of System Integration and test responsibility at the IPT level and at the OEM level is depicted at Figure 2

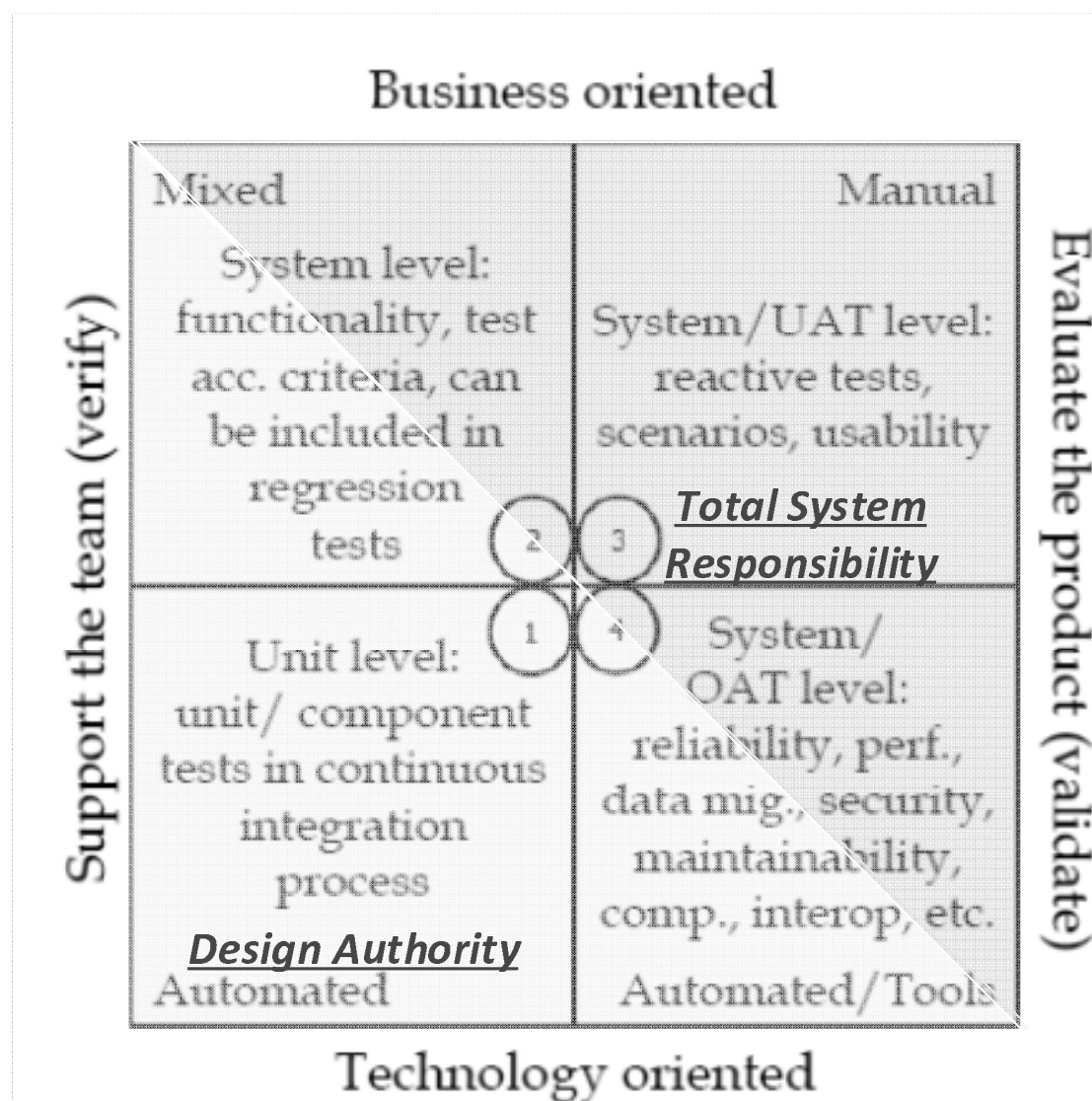


Figure 2 Land C4ISR System Engineering process

The Land C4ISR System is divided into the following sub-systems:

- **Tactical Command, Control and Information System (TacC2IS):** TacC2IS employs an integrated network of computers with specific software applications that provide automation support for the commander and staff at formation and unit levels.
- **Tactical Communications (TacComms):** TacComms is the physical Communications System (CS) that enables commanders at all levels to have access to a fully integrated, secure communications system that gives the capability to carry out tasks through voice and/or data communications. TacC2IS services are transported over TacComms.
- **Intelligence Surveillance and Reconnaissance (ISR):** ISR are the sensors and analysis used to gather tactical information.

The operational concept is based on Land Ops 2021 (ISBN: 978-0-662-44742-9) and the evolving Signals in Land Operations (B-GL-351-002/FP-001). This is also at times referred to the Land C4ISR context, which is represented in **Error! Reference source not found..**

Land C4ISR Model

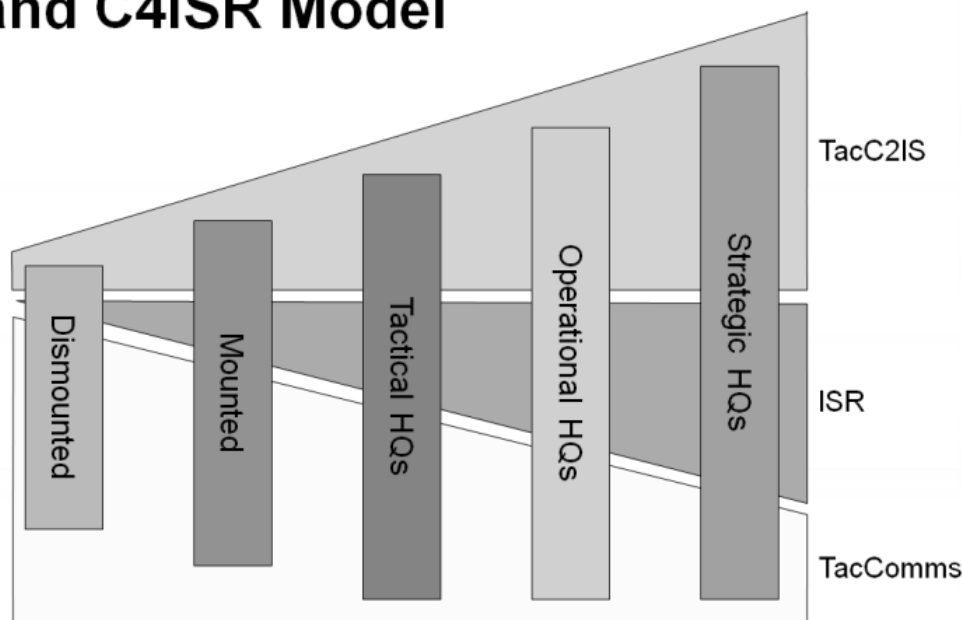


Figure 3 Land C4ISR Model

TacComms, TacC2IS and ISR collectively make up the Land C4ISR technical model as shown in Figure 5. Figure 6 depicts Land C4ISR in the battle space.

Land C4ISR Technical Model

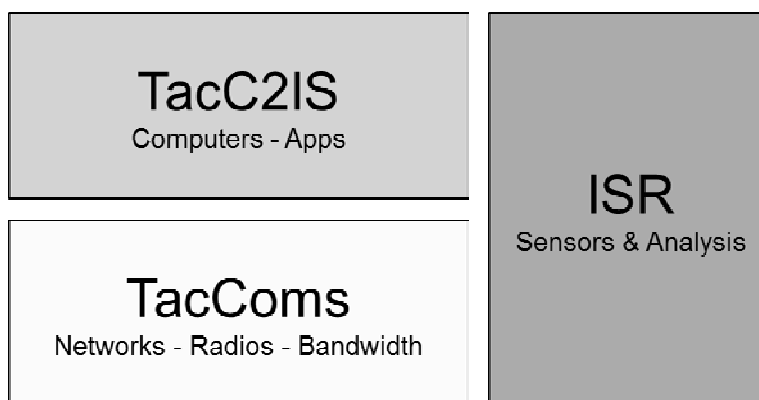


Figure 4 Land C4ISR Technical Model



1.4 Electronic Document Format

Documents submitted with security settings or document protection settings that prevent DND from printing and editing the document must be re-submitted in an appropriate format.

1.5 Applicable Documents

1.5.1 Applicability

The information provided in this section support this SOW and must be considered as supplemental information only.

1.5.2 Glossary and Definitions

The glossary and definitions that support this SOW are identified at Appendix 1.

1.5.3 Standards, Specifications and Publications

The standards, specifications and publications that support this SOW are identified at Appendix 2. The latest edition of the document is in effect unless specifically specified otherwise.

1.6 Statement of Work Structure

The SOW includes the following sections:

Section 1: Introduction.

Section 2: General Requirements.

Section 3: Core Management Services.

Section 4: Core Engineering Support Services.

Section 5: Task Based Services.

The SOW is supported these appendices:

Appendix 1, Glossary and Definitions

Appendix 2, Standards and Reference Documents

Appendix 3, System Description.

Appendix 4, Logistic SOW.

Appendix 5, Contract Data Requirements List (CDRL) and Data Item Descriptions (DIDs)

Appendix 6, Labour Categories.

1.7 Roles, Authorities and Responsibilities

In addition to the Authorities defined in the terms and conditions of this contract, this SOW defines the following roles, authorities, responsibilities.

1.7.1 Technical Office of Primary Interest

The Technical Office of Primary Interest (Tech OPI) is a DND employee delegated by the TA to exercise certain authorities on his behalf in accordance with this SOW (see Appendix 1), and scope as may be provided for in any additional task-based SOWs that may be provided under this contract. Tech OPIs have specific scopes and there may be many with differing areas of responsibility at any given time, however, each task issued under this SOW will have a single Tech OPI.

1.7.2 Contractor's Lead Security Architect/Engineer

The CSESC Contractor must designate an individual as its Lead Security Architect/Engineer to advise on all security architecture, design guide and standards within the Engineering and Integration (E&I) activities and interact directly with the Design Authority to assist with system design decisions and recommendations.

The Lead Security Architect/Engineer must have the requisite authority within the Contractor's organization for all Engineering Program matters related to the engineering Work of the SOW. This individual will be accountable to the DLCSPM Chief Engineer for all matters related to technical standards and architecture of the Contractor's portion of the Land C4ISR system. This accountability will be extended to other senior managers within DLSCPM who will develop and prioritize tasks within their areas of responsibility.

1.7.3 Integrated Product Team

Canada manages support of the Land C4ISR System within an integrated team environment. Therefore Canada anticipates that Core Engineering Support Services will be conducted in an environment consisting of DND, other government departments, the Engineering & Integration (E&I) Contractor and other support contractors. Although the E&I Contractor is providing the core of the integrated product team (IPT), the Contractor must contribute to the IPT, where the Work will be performed in a collaborative and cooperative manner in order to achieve the agreed objectives. The roles and responsibilities of all parties will be discussed and formalized in a governance document after contract award.

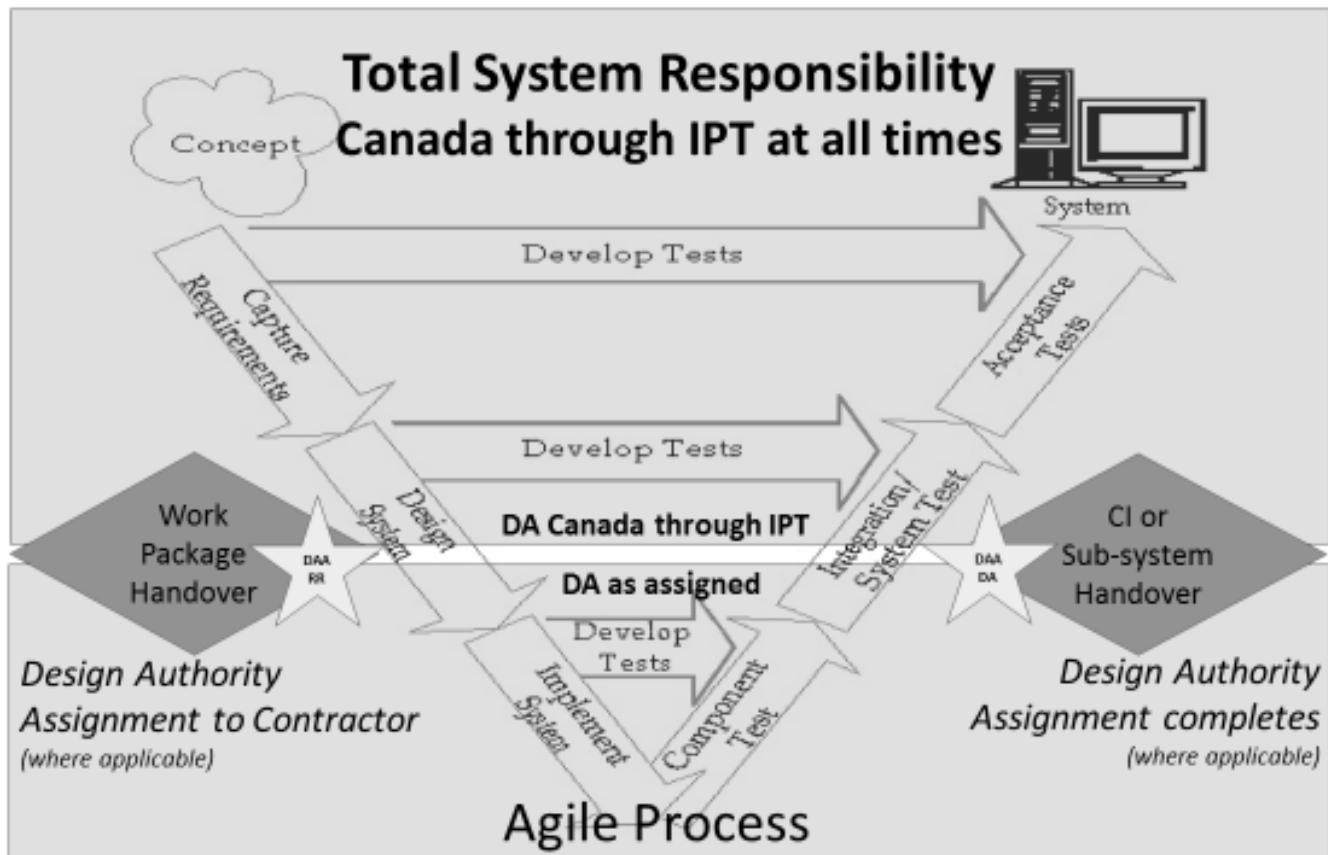
The Contractor must explain as part of their Program Management Plan and System Engineering Management Plan how they will support the DND-led Integrated Project Team and manage its day-to-day activities with DND and other IPT members.

1.7.4 Design Authority

As described in Section 1.3, Director Land Command Systems Program Management (DLCSPM) retains Total System Responsibility for the Land C4ISR System of Systems. For tasked work the TA may delegate Design Authority to a Contractor for a portion of the design work being undertaken as follows (see figure 6). Design Authority, for the purpose of this SOW, is the authority to make design decisions regarding a system element or elements under design or modification within the boundaries defined by stated requirements and constraints, including resource limitations, placed upon the person or organization exercising Design Authority. It

includes the responsibility to produce a design responsive to the requirements for the system element under consideration, responsive to the need to be integrated into the higher level SoS, consistent to established interfaces, and to prove the sufficiency and completeness of the design produced against the requirements to the standards provided by the Canada through the Integrated Product Team process.

Canada retains overall Design Authority over all Work done under this SOW unless Design Authority is specifically assigned by Canada to a member of the IPT for a defined scope of



tasked work being undertaken as follows (see figure 6).

Figure 6: Land C4ISR Design Authority Assignment

For Tasked Work (see section 2.2 and section 5), the Task SOW may define an explicit assignment of design authority to the Contractor for defined portions of the Work. The portion of the work subject to the Contractor's Design Authority will be defined a Task. At a minimum assignment may occur only at a defined point in the system design process that must be after the requirements for the system element for which DA is being assigned are agreed to, and after the test plan and expected results to conduct design verification have been produced and agreed to. Tech OPI acceptance of successful completion of this system element testing constitutes the return of Design Authority to Canada.

In each case, a Design Authority Assignment Readiness Review gate will occur prior to

assignment of Design authority to the Contractor to ensure expectations are clear and the system element requirements, test requirements, schedule, costs and Work requirements are well defined. This Review can for tasks that include a handover point be combined with the System Requirements Review meeting, or for standalone tasks with a task Kick-Off meeting. In all cases, the Design Authority Assignment Readiness Review meeting is an off-ramp for work on the task at Canada's sole discretion.

Similarly, a Design Authority Assignment Deliverables Audit will occur prior to return of Design Authority to the Canada to ensure that the system element requirements have been met and are adequately tested and documented, where applicable any waivers or deviations that were acceptable to the Technical Authority are in place and all specified deliverable have been accepted by Canada. This review will be modeled on a Functional Configuration Audit with scope defined by the system element and work that was subject to the assignment of Design Authority.

Approval authority for the DA Assignment Readiness Review and the DA Assignment Deliverables Audit rests solely with Canada.

2 GENERAL REQUIREMENTS

2.1 General

Program Management must be performed as core work. Section 3.2, Program Management Core Work, of this SOW explains in detail what is included under the Program Management core work.

The Contractor must perform the following core services as explained in this SOW:

- Core Management Services.
- Core Engineering Support Services.

The Contractor may be tasked with the following services:

- Episodic Cyber Security Monitoring Capability
- Additional SA&A support
- Security Engineering Validation (SEV)
- Vulnerability Assessment
- Technical Investigation and Engineering Support; and
- Fielding Support;

3 Core Management Services

3.1 General

The contractor is responsible to preform program management services as core work at a fixed monthly fee.

This core management work does not require a separate task authorization.

3.2 Program Management Core Work

The Contractor must implement and maintain a Program Management Program in accordance with the approved Program Management Plan (PMP). The Program Management Program is considered core work under this contract, meaning that it will not be initiated through a task.

The Contractor must plan, organize and control all tasks described in this SOW and subsequent taskings.

The Contractor must maintain scheduling and management control for all activities carried out under the Contract.

Program Management encompasses the management of all program activities to initiate, plan, execute, control, and closeout all the Work defined by this SOW. The Contractor's overall Program Management activity must adhere to the provisions of the approved PMP. Project Management encompasses the same activities as Program Management and is normally applied to management of specific tasks and groups of tasks.

The Contractor must be ready, using their identified core management resources, to manage multiple concurrent tasks. To meet the expected core task workload Canada assumes that approximately 3 to 4 FTE are required to perform the work identified below. It is the Contractor's responsibility to identify in the PMP how this work is distributed among the full time and part-time core resources being offered.

Program Management and Project Management activities include but are not limited to:

- a. Program Monitoring and Control;
- b. Task Estimation;
- c. Task and budget Management;
- d. Progress reporting and billing;
- e. Performance Management and Continuous Improvement Process;
- f. Canada Owned Resource Management;

- g. Risk Management; and
- h. Configuration and Data Management.

3.3 Program Management Plan

The Contractor must prepare, deliver, update and maintain a Program Management Plan in accordance with CDRL 100.001.

3.4 Monitoring and Control

The Contractor must implement monitoring and control as outlined in the following subsections.

3.4.1 Monthly Progress Reports

The Contractor must prepare and submit Monthly Progress Reports in accordance with CDRL 100.002.

3.4.2 Progress Review Meetings

Progress Review Meetings (PRMs) must be conducted on a periodic basis, at least semi-annually, among the Contractor, the CA, Procurement Authority (PA) and the TA. These PRMs must encompass the total program status as of the review date, and must present, for resolution, all known problems as of that date.

3.4.3 Progress Review Agenda and Minutes

The Contractor must prepare, submit for approval and update the agenda for the Progress Review Meeting in accordance with CDRL 100.003.

The Contractor must prepare, submit for approval and update minutes of the Progress Review Meeting in accordance with CDRL 100.004.

3.4.4 Other Meetings and Reviews

Working level meetings can be held to review work. No action affecting cost or schedule may be taken as a result of these meetings.

For all meetings (including Reviews), the Contractor must prepare agenda minutes and submit for approval. Minutes must include a record of any decision and action items.

3.5 Task Management

The TA will establish the priority of tasks. Should a change be made to the priority of an existing task, the Contractor must inform the TA of the impact that this change will have on other current tasks. Impacts may involve the adjustment of priority, cost, schedule and scope of current tasks.

Irrespective of the nature of the Work tasked or DND processes to approve a task, the Contractor must manage tasks as outlined in the following subsections.

3.5.1 Task Initiation and Planning

The TA will manage task requirements.

The TA will issue a request to the Contractor to provide a proposal for all tasks.

When the Contractor is requested to provide a proposal, such a request will typically include a SOW and any other requirements necessary to define the task. The Contractor's proposal, unless otherwise specified in the request, must contain:

1. An Implementation Plan;
2. A Work Breakdown Structure, if not provided with the task definition;
3. A schedule; and
4. A price, including a breakdown of the required resources, and options for payment methodology.

Quotations or task definition assistance requested from the Contractor must not be construed as authority to proceed with any work.

Subject to internal approval of the proposal, Canada will issue an approved *DND 626* Task Authorization.

3.5.2 Task Execution and Control

When a task authorization is issued, the Contractor shall:

- Assign a Task Lead responsible to oversee the task and maintain status;
- Assign resources in accordance with task requirements and budgetary estimates;
- Implement any special reporting or metric requirements;
- Initiate risk management for any identified risk elements; and
- Commence Work on the task in accordance with the approved schedule.

The Contractor must demonstrate/manage all pertinent information related to the task, including the original *DND 626* Task Authorization and subsequent revisions and any relevant data or documents.

On an ongoing basis during the execution of the task, the Contractor shall:

- Track and report tasks based on the serial numbers on the *DND 626* Task Authorizations;
- Monitor tasks to ensure that the task progress and financial expenditures are in line with approved tasking and report status to the CA, PA & TA on a regular basis.
- Maintain project time scheduling and tracking
- Implement a performance monitoring and continuous improvement process.

3.5.3 Task Closure

When the Work identified in the *DND 626* Task Authorization and associated Statement of Work is complete the Contractor must:

- Prepare a final report in accordance with CDRL 100.006;
- Formally close out the task to ensure that there are no further charges accumulated against the task in accordance with the Project Management Plan; and
- Update final task performance metrics and present them in the monthly progress report.

3.6 Risk Management

The Contractor must implement a risk management program to conduct the Work, in accordance with the PMP. Risk management must encompass the following:

- a. Risk identification including risk quantification;
- b. Analysis;
- c. Planning; and
- d. Tracking and Control.

The Contractor must perform Risk Management in accordance with the approved PMP.

3.7 Canada Owned Resources Management

Canada will make available to the Contractor Government Furnished Assets (GFA), including Government Furnished Equipment (GFE), Government Furnished Vehicles (GFV), Government Furnished Information (GFI) and Government Supplied Material (GSM), to be used to support the Work.

The GFI will include Commercial Off-the-shelf (COTS) software, Military Off-the-shelf (MOTS) software, Government Off-the-shelf (GOTS) software licenses, media and associated documentation and other technical documentation.

The GFE will include MOTS and COTS hardware to enable the Contractor to engineer, integrate and test.

The Contractor must implement a Canada Owned Resource Management program in accordance with the process identified in Appendix 4 of this SOW, Logistic SOW,

The Contractor must prepare Canada Owned Resources Management Report, in accordance with CDRL 100.005

3.8 Configuration and Data Management (CM-DM) services

The Contractor must perform CM-DM of its own deliverables as a part of core management work.

The Contractor must perform the CM-DM Work as follows:

- a. Configuration Management Planning and Management;
- b. Configuration Identification;
- c. Configuration Change Management;
- d. Configuration Status Accounting;
- e. Configuration Verification and Audit;
- f. Documentation Management; and
- g. Software Release Management and Delivery.

3.9 Security

The Contractor must establish and implement a Security Program to conduct the Work, in accordance with contract Security Requirements Checklist (SRCL).

3.10 Travel

It is anticipated that Contractor personnel will be required to travel to TA specified locations in support of the Work. The Contractor must manage travel for their personnel. The Contractor must obtain approval from DND for all travel, prior to incurring any expense.

4 Core Engineering Support Services

The Contractor must provide Core Engineering Services as core work at a fixed monthly fee.

This core engineering work does not require a separate task authorization.

The Contractor must be ready, using their identified core engineering resources, to provide the Security Architecture, Engineering and test management support to the IPT, and provide for the day to day of the Security Operation Center. To meet the expected core task workload Canada assumes that approximately 6 to 7 FTEs are required to perform the work identified below. It is the Contractor's responsibility to identify in the SEMP how this work is distributed among the full time and part-time core resources being offered.

The Contractor must perform Engineering Support Services in order to provide:

- a. System Engineering Management;
- b. Security Architecture and Safeguard Development;
- c. Systems Integration and Testing;
- d. Cyber Security Operation Center;
- e. Patch Management
- f. Security Assessment and Authorisation (SA&A) Support
- g. Problem Resolution Support

4.1 Engineering Management

The Contractor must establish and manage the Engineering Program

The Contractor must gather, and track, engineering performance measures on all engineering tasks. The Contractor must identify and implement continuous process improvements to the core and task based Engineering Program.

4.1.1 Systems Engineering Management Plan

The Contractor shall prepare, submit and maintain the Systems Engineering Management Plan (SEMP) in accordance with CDRL 200.001.

The purpose of the SEMP is to describe the Engineering Program intended for use on performing the engineering Work of this SOW.

4.1.2 Systems Engineering Schedule

The Contractor shall prepare, submit and maintain the Security Engineering Schedule in contractor format.

The purpose of the Engineering Schedule is to describe and synchronize the Security Engineering program of work.

4.1.3 Lead System Security Architect

The CSESC Contractor must designate an individual as its Lead Security Architect/Engineer to advise on all security directives within the Engineering and Integration (E&I) activities and interact directly with the Design Authority to assist with system design decisions and recommendations.

The Lead System Security Architect shall have the requisite authority within the Contractor's organization for all Engineering Program matters related to the engineering Work of the SOW.

4.2 Security Architecture and Safeguard Development

The Contractor shall maintain an Architecture and Safeguard Development capability to develop security architectures, and to specify and test recommended security safeguards and Security Technical Implement Guides (STIGs) as part of the Land C4ISR security architecture.

The Contractor shall perform the following types of work in this area:

- a. Security Architecture maintenance – The Contractor shall document, maintain, and evolve the Land C4ISR Security Architecture.
- b. In addition, the Contractor shall recommend, develop, and document STIGs that enable the implementation of the agreed Land C4ISR security system architecture. Where applicable, the Contractor will adhere to the policy standards set out by the Communications Security Establishment Canada (CSEC), Director of Information Management Security (DIM Secur) and security industry best practices.

The developed Land C4ISR Security Architecture and LCSS STIGs will become the security directives for other contractors to implement accordingly within the Engineering and Integration initiatives. Any questions or concerns about the published guidance must be raised to the CSESC contractor for clarification or revision. The Lead System Security Architect will be responsible to enforce considerations of these security directive at the engineering, design and integration of solutions at the IPT level.

4.3 Systems Integration and Testing

The Contractor must provide Security System Integration Services both to assist in resolving system problems and to provide engineering analysis associated with future releases. The Contractor may be tasked to provide system integration and testing support for all areas of the

Land C4ISR SoS, through existing architecture and safeguard guidance or in the development of new STIGs. Depending on the System integration and testing effort, CSESC resources may be tasked to providing security subject matter experts such as security engineers, security specialists or cyber security analysts to assist in system integration work.

In most cases System Integration Work may need to be performed in conjunction with OEMs and other companies contracted by Canada. The Contractor must work cooperatively with these companies to ensure that a proper systems engineering solution is achieved.

4.4 Cyber Security Operation Center

The Contractor must establish, operate and maintain a security operation center in order to provide an active cyber defence capability, in close to real time (normally less than a day), of the core and deployed Land C4ISR systems. This capability should enable the Army Network Operation Center (ANOC) to detect and respond to anomalous behaviour in a timely manner by having the necessary tools, procedures and resources (analyst/incident managers).

The establishment of Cyber Security Operation Center will be a stand-up task performed during contract initiation where all the system requirements will be provided to the contractor. Whereas, the operation and maintenance will be a core service. The contractor is expected to manage the SOC and develop the necessary incident handling procedures.

4.4.1 Security Controls

The following security controls are required for the initial operation of the Security Operation Centre (SOC), which must leverage machine intelligence to minimize false positives:

- Network Interconnection diagram of authorized and unauthorized devices;
- Monitor authorized software and detect any unauthorized software installation including identifying any threat agents; and
- Provide continuous Vulnerability Assessment and Remediation.

Additional security controls may be requested through a task-based service in order to evolve and augment the core SOC capabilities.

4.4.2 Security Operation Center Infrastructures

4.4.2.1 Facilities and Environments

The SOC infrastructure is a facility that is Government Owned and Contractor Operated (GOCO) meeting the contractual security requirements and providing the physical space for the Contractor's personnel to perform the security work. The GOCO must be integrated with the Canadian Forces Network Operation Center (CFNOC) to allow for secure exchange of mission critical information. Contractor will not be responsible for any of the interconnection links.

4.4.2.2 Facility Operations and Maintenance

The Contractor shall operate, maintain and improve the Facility to meet the work requirements.

The Contractor shall ensure that personnel operating from the facility hold the security clearances necessary to satisfy the security requirements of this Contract.

The Contractor shall ensure security of the Facility, and its contents, in accordance with security requirements of this Contract.

4.5 Patch Management

The Contractor shall maintain and update security settings in accordance to the latest STIGs. An automated process is required to report end point status and push configuration and change management down to each device from the Army Network Operation Center (ANOC). The contractor will be responsible to generate and deliver security patch management of both applications and operating systems through the same automated process or proposed solution, which could include introduction of new hardware and software tools. The Contractor will also be required to maintaining a baseline configuration and patch management database to record and track changes.

4.6 Security Assessment and Authorisation (SA&A) Support

The Contractor is to provide Security Assessment and Authorization Analyst (SAAA) expertise as the point of contact for all Land C4ISR System Security Assessment and Authorization (SA&A) activities and is required to coordinate efforts with Directorate of Information Management Security (DIM Secur) for the delivery of SA&A documentation, in concert with DLCSPM. This involves the coordination, drafting, maintaining and updating, as required, of all Land C4ISR SA&A documentation in the formats, and using the methodologies that are acceptable to DIM Secur. The Contractor is required to possess a detailed knowledge of the CSEC ITSG-33 and National Institute of Standard and Technology (NIST) computer Security Division (CSD) best practices.

LCSS HQ and Mobile Domains documentation for SA&A that is to be maintained by the Contractor to reflect changes with each baseline released:

- a. SA&A Plan;
- b. Statement of Sensitivity (SSS);
- c. Security ConOps;
- d. System Description with Network Diagrams;
- e. Threat Risk Assessment (TRA);
- f. System Specific Security Orders;
- g. Configuration Management Plan;
- h. Contingency Plan/Business Continuity Plan (BCP); and

i. SA&A Continuity Plan.

4.7 Problem Management Support

The Contractor must investigate TA initiated System Problem Reports (SPR), Unsatisfactory Condition Reports (UCR) and Technical Failure Reports (TFR).

The Contractor must respond with a technical assessment of the SPRs, UCRs and TFRs in accordance with the priorities defined below in **Error! Reference source not found.**, Problem Report Priority.

Table 4-1 – Problem Report Priority

Priority	Definition	Contractor Maximum Response Timeline from Receipt of SPR, UCR, TFR
1	Any Problem that prevents the accomplishment of an operational or mission essential capability, jeopardize safety, security, or any other requirement designated critical. This can be further defined as any problem that causes or has the potential to cause a failure that results in a complete denial of a capability. (robustness and reliability).	24 hours
2	Any problem that causes the loss of or denies the use of a particular function of a capability and there is, at the time, no reasonable work around	5 working days
3	Any problem that causes the loss of or denies the use of a particular function of a capability and there is a reasonable work around	10 working days
4	Any problem that results in user/operator inconvenience or annoyance but does not prevent the user/operator from performing any function	20 working days
5	Any other problems/defects or documentation issue	20 working days

The Contractor must investigate, perform impact analysis, and make recommendations as a result of SPRs, UCRs and TFRs based on the Service Level Agreement identified in the table 4-1 above. While this core service puts in place the problem resolution system, it is expected that the

executing the work on specific CIs will be in the scope of section **Error! Reference source not found.**

4.8 Incident Management Support

The Contractor respond to detected or reported cyber security or engineering incidents.

The Contractor must provide initial verification and disposition of incidents in accordance with the level of impact defined below in **Error! Reference source not found.**, Incident Impact.

Table 4-2 – Incident Impact

Severity	Definition	Contractor Maximum Response Timeline from detection or reporting of incidents.
Critical	Any incident detected by the SOC or user that impact the Cyber Mission Assurance posture and therefore affects the accomplishment of a mission essential capability, jeopardize safety or operational security.	24 hours
High	Any incident reported by the SOC or users that cannot be mitigated using current capability but that requires resolution.	2 working days
Medium	Any incident reported by the SOC or users that can be mitigated using current capability but that requires resolution.	5 working days
Low	Any incident identified as a part of routine Vulnerability Assessment of in service operational systems.	10 working days
Trivial	Incident with no operational, safety or operational security impact.	20 working days

The Contractor must verify and propose disposition based on the Service Level Agreement identified in the table 4-2 above.

5 Task-based Services

The Contractor may be tasked to conduct the following Security Engineering Support Services to include:

- Cyber Security Monitoring Capability;
- New SA&A;
- Security Engineering Validation (SEV);
- Vulnerability Assessment;
- Technical Investigation and Engineering Support; and
- Fielding Support.

5.1 Cyber Security Monitoring Capabilities

Primary focus will be to establish the system foundation to centrally collect and monitor the core root domain and all the child domains across the nation, estimated to ramp up to approximately 5000 nodes for initial capability. A decentralized collection and monitoring capability of deployed assets will also be required as a follow on task-based service, once the core is established and proven capability. Centrally interconnecting all the decentralized sites will be the objective in the future. Deployed assets will be subject to withstanding low bandwidth, small foot print and harsh weather conditions, therefore the adopted remote solution must be engineered to address the operational environment.

The Contractor will be required to conduct a study of the existing LCSS network and provide a recommended solution for analytic software, tap locations, log collection from existing services and storage requirements.

The Contractor may be tasked to build upon the existing cyber defence capability by introducing additional security controls listed in sub-section 4.4.1 and in the development of a deployed remote solution to integrate with Cyber Security Operation Center.

5.2 New SA&A

The Contractor may be tasked to generate security documentation and Threat Risk Assessments (TRA) necessary to provide the security authority with sufficient information to review and authorize a new Land C4ISR system and its associated sub-systems for operation.

The contractor may also be responsible to provide SA&A support for operational and exercise deployments.

5.3 Security Engineering Validation (SEV)

The Contractor may be tasked to provide a security assessment team that is focused on assessing the technical security posture of Land C4ISR Systems. The SEV team would be required to perform penetration testing against various components. This includes performing reconnaissance, scanning, vulnerability assessments and exploitation of the target, and exploring misuse cases. Based on the analysis, the SEV team can provide recommendations for security controls that could mitigate any identified risk.

The SEV result will be communicated using a SEV report in accordance with CDRL 400.002

5.4 Vulnerability Assessment

The Contractor may be tasked to conduct a Vulnerability Assessments within a defined network scope and provide a coherent report by a security analyst to highlight key findings and provide viable recommendations based on the Land C4ISR System.

The VA result will be communicated using a VA report in accordance with CDRL 400.001

5.5 Technical Investigation and Engineering Support (TIES)

When tasked, the Contractor must undertake TIES tasks. This activity includes the provision of corrective and perfective maintenance support. It includes requirement/problem analysis, design, implementation, integration, verification, validation, cyber mission assurance assessment and delivery of security solutions.

5.6 Field Support

5.6.1 General

Land C4ISR elements are used operationally by the Land Forces. Field Support involves a variety of activities, both within and outside of Canada in support of the ongoing deployment and use of the Land C4ISR System.

The Contractor must provide fully qualified personnel to travel to the DND location specified in the tasking. Travel and accommodations are the responsibilities of the Contractor or as specified in the tasking. The Contractor must ensure that the personnel have all required support materiel to complete the assigned task.

5.6.2 Field Support Services

The Contractor shall produce and provide support services ranging from Security Mentoring (Blue Team), Cyber operation Assessment (Red Team), Cyber Incident Remediation and Technical Assistance.

Given the complex technological and functional nature of the Land C4ISR System, it is anticipated that Field Support services will be required during specific periods in the life of the

System. Accordingly, the Contractor may be called upon to provide expert assistance at those locations for specific activities of known duration.

When tasked, the Contractor must dispatch a Field Support personnel to appropriate/affected locations in Canada within 10 calendar days of receipt of the task.

The Contractor must provide fully qualified personnel to travel to the DND location specified in the support tasking. Contractor personnel may be deployed into an operational zone. When this location is in an Operational Theatre, the tasking will identify the threat in sufficient detail to allow the Contractor to assess the risk and make the appropriate arrangements at the requisite cost.

Travel and accommodations are the responsibilities of the Contractor or as specified in the tasking. The Contractor must ensure that the personnel have all the documentation, and specialized software required to complete the assigned task.

5.6.3 Operational Test and Evaluation

The Contractor can be tasked to provide support for the following types of field exercises:

- a. Technical Validation Exercises; and
- b. Capability Validation Exercises.

Support for field exercises may include:

- a. Test and Evaluation planning;
- b. Test and Evaluation conduct and data collection;
- c. Analysis of test results; and
- d. Providing Test and Evaluation support services.

**APPENDIX 1
TO ANNEX A**

**TO CONTRACT
W8468-184083**

**LAND C4ISR
CYBER SECURITY ENGINEERING
SUPPORT CONTRACT**

GLOSSARY AND ABBREVIATIONS

14 September 2017

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1 Introduction

This document provides a glossary of terms and a list of all abbreviations used in the CSESC SOW and its associated Appendices.

2 Glossary

Term	Definition
Adaptive Maintenance	As it applies to software: The modification of a software product, performed after delivery, to keep a software product usable in a changed or changing environment (ISO/IEEE 14764). Definition applies to system as well.
C4ISR	Command, Control, Communication, Computers, Intelligence, Surveillance, Reconnaissance. A concept that integrates command, communication and intelligence activities to enhance decision making.
Configuration Item (CI)	A component of a system that is treated as a self-contained unit for the purposes of identification and change control. All configuration items (CIs) are uniquely identified by CI registration codes and version numbers. A CI may be a primitive system building block (e.g. code module) or an aggregate of other CIs (e.g. a sub-system is an aggregate of software units).
Contracting Authority	The Contracting Authority (CA) is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the CA.
Corrective Maintenance	As it applies to software: the reactive modification of a software product performed after delivery to correct discovered problems (ISO/IEEE 14764). Definition applies to system as well.
Data Management (DM)	Engineering Data Management) is the administration of documents or data related to engineering applications using computers and electronic storage media
DND 626	The DND 626 tasking authorization is an administrative process which has been negotiated as part of an existing contract to allow “if-as-and-when-requested work” to be performed by the Contractor using the existing terms and conditions of the contract.
Emergency Maintenance	An unscheduled modification performed to temporarily keep a system operational pending corrective maintenance (ISO/IEEE 14764).
Enabling System	A system that compliments a system-of-interest during its life-cycle stages but does

	not necessarily contribute directly to its function during operation (ISO/IEC 15288)
Government Furnished Assets	GFE, GSM, GFV and GFI are collectively known as Government Furnished Assets (GFA)
Government Furnished Equipment	Government Furnished Equipment is equipment provided by the Government for use in carrying out the work of the contract. It includes both commercial hardware and military operations hardware.
Government Furnished Information	Government Furnished Information is information provided by the Government in carrying out the work of the contract. It includes: <ul style="list-style-type: none"> a. Media (CD, DVD, DVD DL, memory stick, dongle, etc), b. Technical documentation and data, c. Commercial Off-The-Shelf (COTS) software and licenses, and d. Military Off-The-Shelf (MOTS) software and licenses.
Government Supplied Material	Government Supplied Material is material supplied by the Government for incorporation into the end product.
Government Furnished Vehicles	Government Furnished Vehicles are vehicles supplied by the government for use in carrying out the work of the contract
In-Service Support (ISS)	In-Service Support provides operational value to defence in terms of availability and reliability of the equipment upon missions and training, and of an extension of its useful life and comprises a full array of coordinated services that address the lifecycle of weapon systems. This approach offers a single point of accountability at all points during the service life of a product. As a result, mission effectiveness and readiness are improved while the total cost of ownership is reduced.
Parent platform/vehicle configuration	These are platforms and vehicles that are modified by the Contractor with the installation and modification kits for the system release of interest. These become pre-production models used for field engineering and validation exercises in order to verify the modifications, generate the modification instructions, and develop the bill of materials for production/modification of the CAF vehicle fleets.
Perfective Maintenance	The modification of a software product after the delivery to detect and correct latent faults in the software product before they are manifested as failures. Note perfective maintenance provides enhancements for users, improvement of program documentation, and recoding to improve performance, maintainability, or other attributes. (ISO/IEC/IEEE 14764:2006)
	Definition is applicable to system.

Procurement Authority	The Procurement Authority (PA) is responsible for the implementation of tools and processes required for the administration of the Contract.
Record of Decisions (ROD)	The formal minutes of a meeting where decision are recorded.
System	<p>A combination of interacting elements organized to achieve one or more stated purposes</p> <p>NOTE 1: A system may be considered as a product or as the services it provides.</p> <p>NOTE 2: In practice, the interpretation of its meaning is frequently clarified by the use of an associative noun, e.g. radio system. Alternatively the word system may be substituted simply by a context dependent synonym, e.g. radio, though this may then obscure a system principles perspective. (Ref ISO/IEC 15288)</p>
System Element	A member of a set of elements what constitutes a system (ISO/IEC 15288)
System of Systems	A set or arrangement of independent systems that are related or connected to provide a given capability. The loss of any part of the system will degrade the performance or capabilities of the whole (DODAF).
Technical Authority	The Technical Authority (TA) named in the Contract is the DND representative for whom the work is being carried out under the Contract and is responsible for all matters concerning the technical content of the work under the Contract.
Technical Office of Primary Interest (Tech OPI)	A civilian or military employee of Canada designated by the Technical Authority to manage day-to-day tasking related activities and associated core activities performed in support of a tasking or potential tasking for a given scope of work.
Total System Responsibility	Total System Responsibility (TSR) is the responsibility over the requirements, design and resulting performance of the system.

3 List of Abbreviations and Acronyms

Abbreviation	Term
ANSI/EIA	American National Standards Institute / Electronic Industries Alliance ATE Automated Test Equipment
BLOS	Beyond Line of Sight

C2	Command and Control
C4	Command, Control, Communications and Computing
C2IEDM	Command and Control information Exchange Data Model
C4ISR	Command, Control, Communications, Computing, Intelligence, Surveillance and Reconnaissance
CA	Contracting Authority
CCB	Configuration Control Board
CDRL	Contract Data Requirements List
CAF	Canadian Armed Forces
CFQAR	Canadian Forces Quality Assurance Representative
CFSS	Canadian Forces Supply System
CFTO	Canadian Forces Technical Order
CGP	Controlled Goods Program
CI	Configuration Item
CO-CO	Contractor Owned (or supplied) – Contractor Operated
COTS	Commercial Off The Shelf
CITP	Canadian Industrial TEMPEST Program
CM	Configuration Management
CM-DM	Configuration Management – Data Management
CMIS	Configuration Management Information System
CMMI	Capability Maturity Model Integration (Sometimes not defined in SOWs)
CRPA	Contractor Repair Parts Account
CR	Change Request
CSA	Configuration Status Accounting
CSCI	Computer Software Configuration Item

DA	Design Authority
DAR	Design Analysis and Resolution
DCC	Document Control Center
DCG	Document Control Group
DID	Data Item Description
DLCSPM	Directorate, Land Command Systems Program Management
DM	Data Management
DMS	Diminishing Manufacturing Source
DMSMS	Diminishing Manufacturing Sources and Material Shortages
DND	Department of National Defence
DQA	DND Directorate of Quality Assurance
DSL	Data Services Layer
DWAN	Defence Wide Area Network
DWD	Detailed Work Description
E&I	Engineering and Integration
E3	Electromagnetic Environment Effects
EBS	Engineering Breakdown Structure
EC	Engineering Change
EM	Electromagnetic
EMC	Electromagnetic Compatibility
EME	Electromagnetic Environment
EMECE	Electromagnetic Environment Control Engineer
EMI	Electromagnetic Interference
EP	Engineering Plan
ESRI	Environmental Systems Research Institute

FCA	Functional Configuration Audit
FRACAS	Failure Reporting and Corrective Action System
FSR	Field Service Representative
GFA	Government Furnished Assets
GFE	Government Furnished Equipment
GFF	Government Furnished Facility
GFI	Government Furnished Information
GFV	Government Furnished Vehicle
GIDEP	Government-Industry Data Exchange Program
GO-CO	Government Owned (or supplied) – Contractor Operated
GO-GO	Government Owned (or supplied) – Government Operated
GOTS	Government Off The Shelf
GPS	Global Positioning System
GSM	Government Supplied Material
HQ	Headquarters
HW	Hardware
HWCI	Hardware Configuration Item
ICD	Interface Control Document
IEC	International Electro-technical Commission
IEEE	Institute of Electrical and Electronic Engineers
IEM	Integrated Exchange Mechanism
IIE	Integrated Information Exchange
ILS	Integrated Logistics Support
INCOSE	International Council on System Engineering
ISO	International Organization for Standardization (not an acronym)
ISS	In Service Support

ISTAR	Intelligence, Surveillance Target Acquisition and Reconnaissance
ITAR	International Traffic in Arms Regulations
IV&V	Independent Verification and Validation
ITE	Integrated Test Environment
IWE	Integrated Working Environment
KMS	Knowledge Management System
LAN	Local Area Network
LCAM	Life Cycle Application Manager
LCMM	Life Cycle Material Management
LCSS LE	LCSS Life Extension
LFCS	Land Force Command System
LTSC	Long Term Support Contract
MCN	Material Change Notice
MDA	Model Driven Architecture
MND	Minister of National Defence
MOTS	Military Off The Shelf
MPR	Monthly Progress Report
MRP	Mobile Repair Party
NATO	North Atlantic Treaty Organisation
NDHQ	National Defence Headquarters
NDQAR	National Defence Quality Assurance Representative
NSL	Notification Service Layer
NSN	NATO Stock Number
ODB	Operational Database
OEM	Original Equipment Manufacturer

OGD	Other Government Departments
OMG	Object Management Group
OPI	Office of Primary Interest
OT&E	Operational Test & Evaluation
OTS	Off The Shelf
PA	Procurement Authority
PCA	Physical Configuration Audit
PDALF	Position Determination and Navigation for the Land Force
PMP	Program (or Project) Management Plan
PRM	Progress Review Meeting
PRR	Priority Repair Request
PRR	Priority Repair Request
PSPC	Public Services and Procurement Canada
QA	Quality Assurance
QAP	Quality Assurance Plan
QAM	Quality Management
RFP	Request for Proposal
ROD	Record of Discussion
SAM5	Situational Awareness Model 5
SBIT	Software Baseline Integration and Testing
SC	Support Contract
SDD	System or Software Design Document
SDE	Software Development Environment
SDP	Software Development Plan
R&O	Repair & Overhaul

RADHAZ	Radiation Hazard
RAMD	Reliability, Availability, Maintainability and Durability
RCIED	Remotely-Controlled Improvised Explosive Device
RM	Requirement Management
RMA	Repairable Materiel Account
RMR	Repairable Materiel Request
RSA	Repair Shop Account
SE	Systems Engineering
SEI	Software Engineering Institute
SEMP	System Engineering Management Plan
SHC	Stock Holding Code
SNAPS	Selection Notice and Priority Summary
SNOM	Selection Notice Observation Message
SOA	Service Oriented Architecture
S OCD	Statement of Capability Deficiency
SoS	System-of-Systems
SoSDE	System-of-Systems Development Environment
SoSITE	System-of-Systems Integration and Test Environment
SOW	Statement of Work
SPR	System Problem Report
SR	System Release
SRCL	Security Requirements Check List
SRS	System Requirement Specification

SW	Software
SWS	Software Support
SWSE	Software Support Environment
TA	Technical Authority
TacC2IS	Tactical Command and Control Information Systems
TacCOMS	Tactical Communications
TacNet	Tactical Networks
TAT	Turnaround Time
TAV	Technical Assistance Visit
TCCCS	Tactical Command, Control and Communication System
TDP	Technical Data Package
TFR	Technical Failure Report
TIES	Technical Investigation and Engineering Support
TSR	Total System Responsibility
UCR	Unsatisfactory Condition Report
UML	Unified Modelling Language
UOR	Urgent Operational Requirement
VDD	Version Description Document
VE3T	Vehicle Electromagnetic Environmental Effects Testing
VIT	Vehicle Installation and Testing
WSM	Weapons Systems Management

APPENDIX 2
TO ANNEX A
TO CONTRACT
W8486-184083
LAND C4ISR
CYBER SECURITY ENGINEERING
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STANDARDS AND REFERENCES
14 September 2017

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1.1.1 Standards, Specifications and Publications

The following specifications, standards and publications are applicable to the extent specified herein (all are International, North American, Canadian or United States government standards and specifications unless otherwise indicated). These are to be read in conjunction with the standards, specifications and publications indicated in Annex A.

1.1.2 International Standards

	Reference	Title
1.	ISO/IEC 14764:2006	ISO/IEC 15288, Systems engineering — System life cycle processes
2.	ISO/IEC 12207, AMD1, AMD2	Information Technology – Software life cycle processes, First edition, 1 Aug 1995, Amendment 1:2002, and Amendment 2:2004
3.	NIST – SP 800 Series	National Institute of Standards and Technology Special Publication Series 800
4.	CSfC	NSA Commercial Solutions for Classified Program Capability Packages
5.	DISA – STIGs	Defense Information Systems Agency - Security Technical Implementation Guides
6.	ISO/IEC/IEEE 15288:2015	Systems Engineering — System Life Cycle Processes
7.	IEEE Std 15288.1:2014	IEEE Standard for Application of Systems Engineering on Defense Programs
8.	IEEE Std 15288.2:2014	IEEE Standard for Technical Reviews and Audits on Defense Programs
9.	ISO/IEC/IEEE 15289:2015	Systems and software engineering – Content of systems and software life-cycle process information products (Documentation).
10.	ISO/IEC/IEEE 12207:2008	Systems and software engineering — Software life cycle processes

1.1.3 National Standards

Reference	Title
1. ITSB-40A	IT Security Bulletin, Government of Canada Policy for the Protection of Classified Information Using Suite B Algorithms, ITSB- 40A, March 2011
2. ITSA-11E	CSEC Approved Cryptographic Algorithms for the Protection of Sensitive Information and for Electronic Authentication and Authorization Applications within the Government of Canada, ITSA-11E, March 2011
3. ITSD-03	Directive for the Control of COMSEC Material in the Government of Canada, ITSD-03, Communications Security Establishment Canada (CSEC), October 2011
4. ITSG-33	IT Security Risk Management: A Lifecycle Approach, Security Control Catalogue, ITSG- 33, Communications Security Establishment Canada (CSEC), August 2013
5. ITSG-22	Baseline Security Requirements for Network Security Zones in the Government of Canada
6. ITSG-38	Network Security Zoning – Design Considerations for Placement of Services within Zones

APPENDIX 3

TO ANNEX A

LAND C4ISR

CYBER SECURITY ENGINEERING

SUPPORT CONTRACT

SYSTEM DESCRIPTION

14 September 2017

Land C4ISR CSESC System Breakdown Structure (SBS)



¹ The full SBS with linked CI list is a Canadian Controlled Goods GFI that must be requested separately.

TABLE 1 – CI Security Sub-Systems

Sub-System	CI	CI Description
<u>Security Technical Implementation Guide (STIG)</u>		
	Root Domain Security Settings	Security Settings aligned with STIGs applied only to the Root Domain. Contains a subset of the Child domain security settings as there are reduced services/applications at the root domain.
	Child Domain Security Settings	Security Settings aligned with STIGs applied at the child domain configuring AD and group policy in support of various Configuration Items.
	Server & Client Local Security Settings	Security Settings aligned with STIGs applied to the server and client base images. Provides basic security settings that can be managed locally without a domain controller. Meant to provide rudimentary protection during the build process prior to joining the domain and receiving the child/root domain security settings
	Routers Cisco 29xx/39xx	Hardening guidance for secure routing and network configuration

Sub-System	CI	CI Description
	Switches (multiple Vendor)	Hardening guidance for secure port access configuration
<u>Security Applications/Devices</u>		
Host Base Security Settings	McAfee Agent	Agent that is deployed to all endpoints and operates the modules that are deployed to it
Host Base Security Settings	Virus Scan Enterprise (VSE)	Module that provides Antivirus
Host Base Security Settings	Rogue System Detection (RSD)	Module is installed on select endpoints to detect/identify rogue machines
Host Base Security Settings	Host Intrusion Prevention (HIPS)	Module that provides firewall
Host Base Security Settings	VSE Standalone	Special standalone VSE package to be installed on machines that are used in LCSS but not connected to the network (e.g. Black INE Managers, Management workstations, etc.)
Host Base Security Settings	Host Integrity Check	Provides integrity of software components and the boot process through Secure Boot, Trusted Boot, and Early Launch Anti-Malware (ELAM)
PKI	Device PKI	Authenticate network device using a Public Key Infrastructure and Revocation Lists.

Sub-System	CI	CI Description
PKI	User Card Authentication	DeltaCrypt smart card user authentication integrated with Active Directory to enable two factor authentication.
Data-at-Rest	Microsoft BitLocker	Provides full disk encryption for security of Data-At-Rest
Data-at-Rest	Management of Native Encryption (MNE)	Additional module used to manage BitLocker on DTs (capability previously provided by SecureDoc)
Data-at-Rest	File and Removable Media Protection (FRMP)	This module provides removable media protection (capability previously provide by SecureDoc)
Network Tool	CA Spectrum	Network monitoring tool available on the LCSS baseline
Network Tool	Retina	Network security vulnerability scanning tool that is not part of the baseline
<u>Security Boundary Protection</u>		
Firewall	Palo Alto	Recommended future LCSS Virtual Firewall which also enables application content filtering
Firewall	Cisco ASA 5505	Small form hardware firewall used for light deployment
Firewall	Cisco ASA 5510	Rack mountable (1u) hardware firewall used in LCSS Tactical Net modules
Firewall	Fortinet UTM	Unified Threat Manager hardware firewall and VPN device

Sub-System	CI	CI Description
Access Guard	SecureView	MILS hypervisor solution enabling multi-level and multi-caveat information access
Access Guard	Secure view Management Server	Manage and deploy SecureView environment
Crossing Guard	TaCDS	Tactical Cross Domain Solution for secure data transfer of filtered information across different system classification/designation
Crossing Guard	Data Diode	Enable only one-way data flow
IPS/IDS	N/A	Solution is still to be determined
Mail/Web Guard	ForcePoint	Mail and Web Guard protection within the C2GW.
<u>COMSEC</u>		
	KG-175D 4.1v4	GD Inline Network Encryptor (INE) used for data protection
	GEM-X Lite 4.1v8	KG-175D Configuration Management tool
	TCT 1.44	KG-175D Configuration Management tool
	KG-250 3.1.24	ViaSat Inline Network Encryptor (INE) used for data protection
	VINE Manager 3.1.1	KG-250 Configuration Management tool

**APPENDIX 4
TO ANNEX A**

**TO CONTRACT
W8486-184083**

**LAND C4ISR SYSTEM
CYBER SECURITY ENGINEERING
SUPPORT CONTRACT
(CSESC)**

LOGISTICS

STATEMENT OF WORK

14 September 2017

1.0 GENERAL INTRODUCTION

The CSEC Logistic Statement of Work (LOG SOW) is intended to address the logistic aspect of the contract specifically in the area of GFE and GFI.

Major Equipment: For complete instructions on receipt of Major Equipment, refer to Chapter 2 in the A-LM-184-001/JS-001

This LOG SOW is to be read in conjunction with the A-LM-184-001/JS-001 for additional information.

It is important to understand the system of record (DRMIS) being used in DND and the various account structures in place. All of this information is located in Chapter 1.1 of the A-LM-184-001/JS-001.

2.0 SUPPLY SUPPORT/SUSTAINMENT SUPPORT

2.1 LOAN OF GOVERNMENT FURNISHED INFORMATION/ GOVERNMENT FURNISHED EQUIPMENT (GFI/GFE)

Refer to Section 8.4.1 of A-LM-184-001/JS-001 for further explanation and detail.

2.2 STOCKTAKING

Refer to Section 8.5 of A-LM-184-001/JS-001 for further explanation and detail

2.3 LOSS OR DAMAGE TO DND MATERIEL

Refer to section 8.8 of A-LM-184-001/JS-001 for further explanation and detail.

2.4 TRANSPORTATION/SHIPMENT IDENTIFICATION/MODE OF SHIPMENT/LOSS OR DAMAGE IN TRANSIT/ GENERAL CLAIMS PROCEDURES

Refer to Chapter 8.12 of the A-LM-184-001/JS-001 for more information

3.0 CONTRACTOR USE OF DND EQUIPMENT / PUBLICATIONS

Refer to Chapter 10.0 of the A-LM-184-001/JS-001 for more information.

4.0 PUBLICATIONS

Refer to Chapter 11 of A-LM-184-001/JS-001 for more information.

APPENDIX 5 TO
ANNEX A
TO CONTRACT
W8486-184083
LAND C4ISR
CYBER SECURITY ENGINEERING SUPPORT CONTRACT

CONTRACT DATA REQUIREMENTS LIST
AND
DATA ITEM DESCRIPTIONS

14 SEPTEMBER 2017

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1 Scope

This document identifies the requirements for each data item required by DND and provides an explanation of the forms used to define those requirements.

The main body of the document provides explanations of both the CDRL and DID forms and provides general submission instructions.

1.1 Introduction

Each data item is specified in two parts: an entry in the Contract Data Requirements List (CDRL) and a Data Item Description (DID).

The specific requirements detailed in each CDRL item, and its associated DID, are contractual requirements.

Because the CDRL and DIDs have been prepared using standard forms, some blocks on the form are not applicable to this contract or not included.

Additional data requirements pertinent to a specific task may be called up in the tasking and the requirements for that data stated in the tasking SOW, including CDRL information and DID information.

2 CDRL Items

The following section provides a description of each of the fields of the CDRL. Each CDRL item contains the following information:

- a. Identification of the CDRL item and reference to the SOW;
- b. Responsible office in DND;
- c. Location for submission and acceptance of data by DND;
- d. Review Cycle for submission(s);
- e. Identification of addressees and number of copies; and
- f. DND preparation and acceptance block.

2.1 CDRL FORMAT

a) Block 1

ITEM NUMBER - A six-digit number uniquely identifying the Data Item.

b) Block 2

TITLE OR DESCRIPTION OF DATA - The title of the Data Item.

c) Block 3

SUBTITLE - A subtitle may be used if the title requires further identification.

d) Block 4

DATA ITEM NUMBER - The number used to identify the associated Data Item Description(s).

e) Block 5

CONTRACT REFERENCE - The specific paragraph number of the Contract Demand, Statement of Work, Request for Proposal, Specification, or other applicable document, which will assist in identifying the effort associated with the data item.

f) Block 6

TECHNICAL OFFICE - The technical office of primary interest. This is the technical authority responsible for ensuring the adequacy of the data.

g) Block 7

INSPECTION AND ACCEPTANCE METHOD - This block indicates the requirement for inspection and acceptance of the data. Contains the appropriate code, if applicable:

<u>Code</u>	<u>Inspection</u>	<u>Acceptance</u>
SS	Source	Source
DD	Destination	Destination
SD	Source	Destination
DS	Destination	Source

h) Block 8

APPROVAL CODE - Data requiring approval are identified by placing an “A” in this field. When a preliminary draft is required, Block 16 shall show length of time for Canada approval or disapproval and when the final document is to be delivered. Block 16 will also indicate the extent of the approval requirements, i.e., approval of technical content and format. If advanced approval is not required, this block states N/A.

Approval or Acceptance of CDRLs and Reviews by Canada means that the Contractual requirement for the particular deliverable has been fully satisfied. Approval of any deliverable does not relieve the Contractor of its responsibility to meet all of the other requirements of the Contract. However approval of “Test Description and Procedures” indicates that if the item to be tested successfully passes the test defined with the procedure and test equipments indicated then the item has achieved its Qualification baseline.

i) Block 9

INPUT FROM INTEGRATING ASSOCIATE CONTRACTOR – If data is the integrated results of specific inputs from associated contractors, an “X” is placed in this block. In all other cases, this block is blank.

j) Block 10

FREQUENCY - This block indicates the frequency of delivery of the data, using the appropriate frequency code from the following:

ANNLY	Annually
ASGEN	As generated
ASREQ	As required
BI-MO	Each 2 months
BI-WE	Each 2 weeks
DAILY	Daily
DFDEL	Deferred delivery
DFREQ	Deferred requisitioning
MNTHY	Monthly
ONE/R	One time with revisions
OTIME	One time
QRTLY	Quarterly
R/ASR	Revision as required
SEMIA	Every six months
WKLY	Weekly

k) Block 11

‘AS OF’ DATE - If the data are submitted only once on a date that may be specified, this block contains the “as of” date as follows: day/month/year (e.g., “14 June 97”). If submission is associated with a specific event or milestone, this constraint is stated. If there is insufficient space in Block 11, this block states “See Block 16” and Block 16 will state “11. [followed by description of the driving event]” (e.g. “11. 15 days before SDR”). If an “as of” date, or specified delivery constraint is not applicable, this block is left blank.

l) Block 12

DATE OF FIRST SUBMISSION - If the initial submission date may be specified, entered as follows: day/month/year (e.g. “14 June 07”). If submission is associated with a specific event or milestone, this constraint is stated using one of the following:

ATBID	At bid time
ASGEN	As generated
ASREQ	As required
DACA/MACA	Days/Months after Contract Award (Note that in this contract,

	Contract Award means the date when the contractor has been tasked to provide the data item.)
DFDEL	Deferred delivery
DFREQ	Deferred requisitioning
EOC	End of contract
EOM	End of Month
EOQ	End of quarter
nDPCC	number of Days Prior to Course Commencement
nDACC	number of Days After Course Completion

If there is insufficient space in Block 12 to enter the full text, this block will state “See Block 16” and Block 16 will state “12. [followed by the constraint]” (e.g. “12. 60 days after test”).

m) Block 13

DATE OF SUBSEQUENT SUBMISSION/EVENT - If data are submitted more than once, the date(s) of subsequent submission(s) are stated. If submission is constrained by a specific event or milestone, this constraint is stated (e.g., “15 days after EOQ”).

Abbreviation after the identification of a re-submission will have the following meaning:

Pg: only change page(s) need be re-submitted along with a sign-off sheet.

Add: only addendum supplement need be re-submitted along with a sign-off sheet.

Rv: complete re-submission shall be required.

n) Block 14

DISTRIBUTION Indicates the addressees and the respective distribution, for both the initial submission (Sub-Block “Initial”), and for the final submission (Sub-Block “Final”), for which the data item is required. Initial submission requirements are only identified if a Review Cycle is detailed in Block 16.

o) Block 15

This block is not applicable.

p) Block 16

REMARKS - This block is used to provide additional or clarifying information for Block 1 through 15. This block is also used to tailor the documents listed in Block 4. Tailoring may be accomplished by stating the deletions (e.g., “delete paragraph 10.4”) or by stating which requirements apply (e.g. “only paragraph 10.4 and 10.5 apply”), whichever is the more efficient. Block 16 may also be used to specify “Contractor format is

acceptable”, or to indicate the desired medium for delivery of data.

q) Blocks 17 – 20

These blocks are not applicable.

2.2 List of CDRL Items

The following list identifies the CDRL Items:

Table 1 - List of CDRL Entries

CDRL Number	DID Number	Title
100.001	100.001	Program Management Plan (PMP)
100.002	100.002	Monthly Progress Report (MPR)
100.003	100.003	Meeting Agenda
100.004	100.004	Meeting Minutes
100.005	100.005	Canada Owned Resources Management Report
100.006	100.006	Task Closure Report
200.001	200.001	Systems Engineering Management Plan (SEMP)
400.001	400.001	Vulnerability Analysis Report
400.002	400.002	Security Engineering Validation Report

3 DIDs

3.1 DID Format

The DID associated with the CDRL item details the content and the format to be included in the submission of the data.

A description of each block of information follows:

a) Block 1 - Title

This is the title of the DID and usually corresponds to the associated CDRL item title, except where a DID is reference by more than one CDRL item.

b) Block 2 - Identification Number

This is the number assigned by the Office of Primary Interest (OPI) to the DID and identifies the area of activity to which the DID is applied. These areas include Project Management (100 series), Systems Engineering (200 series), Integrated Logistics Support (300 series), and Configuration Management – Document Management and QA (400 series).

c) Block 3 - Description

This provides general information on how the data detailed in the DID is to be used.

d) Block 4 - Approval Date

This is the date that the OPI has approved the content of the DID.

e) Block 5 - Office of Primary Interest

This identifies the DND responsibility centre for review, acceptance and approval of the DID.

f) Block 6 – GIDEP Applicable

The GIDEP Applicable block will contain an X when copies of the data are required to be submitted by the contractor to the Government/Industry Data Exchange Program. Otherwise it will be blank.

g) Block 7 - Application /Interrelationship

This block identifies the scope of the DID and where the DID requirement is defined (i.e.) the applicable portion of the Contract.

h) Block 8 - Originator

This identifies the originator of the DID on behalf of the OPI in Block 5.

i) Block 9 - Applicable Forms

This identifies a published form or template to be used in the completion of the DID if applicable.

j) Block 10 - Preparation Instructions

This provides the preparation details for the format and for the content in the completion of the DID. This item forms the contractual requirement for the Contractor.

3.2 List of DIDs

The following table is a list of DIDs sorted by DID number. The actual DIDs are attached as Appendix B of this volume.

Table 2 - List of Data Item Descriptions

DID #	TITLE
100.001	Program Management Plan (PMP)
100.002	Monthly Progress Report (MPR)
100.003	Meeting Agenda
100.004	Meeting Minutes
100.005	Canada Owned Resources Management Report
100.006	Task Closure
200.001	Systems Engineering Management Plan (SEMP)
400.001	Vulnerability Analysis Report
400.002	Security Engineering Validation Report

4 Detailed CDRL

CONTRACT DATA REQUIREMENTS LIST (1 DATA ITEM)					
A. SYSTEM / ITEM Land C4ISR CSESC			B. CONTRACT / RFP NUMBER W8486-184083		
C. SOW IDENTIFIER		D. DATA CATEGORY Management Data		E. CONTRACTOR	
1. ITEM NUMBER 100.001		2. TITLE OR DESCRIPTION OF DATA Program Management Plan (PMP)		3. SUBTITLE	
4. AUTHORITY (DID Number) 100.001		5. CONTRACT REFERENCE		6. REQUIRING OFFICE DLCSPM	
7. INSPECTION DD	9. INPUT	10. FREQUENCY ONE/R	12. DATE OF 1st SUBMISSION ATBID See Block 16	14. DISTRIBUTION and ADDRESSEES	
8. APP CODE A		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION / EVENT See Block 16	a. ADDRESS	b. COPIES
16. REMARKS Block 12. The initial PMP shall be the PMP delivered with the Contractor's proposal. DND's comments on the PMP will be provided with any tasking for update. Block 13. The contractor shall update the PMP 20 working days after receipt of comments. Further updates shall be reviewed at a PRM; such proposed updates shall be provided to DND at least 10 working days before the PRM where they will be reviewed.				INITIAL	FINAL
				Soft Copy	Soft Copy
				PSPC	1
				DLCSPM	1
PREPARED BY		DATE	APPROVED BY		
17. CONTRACT FILE / DOCUMENT NUMBER		18. ESTIMATED NO OF PAGES	19. ESTIMATED PRICE	15. TOTAL	2

CONTRACT DATA REQUIREMENTS LIST (1 DATA ITEM)						
A. SYSTEM / ITEM Land C4ISR CSESC			B. CONTRACT / RFP NUMBER W8486-184083			
C. SOW IDENTIFIER		D. DATA CATEGORY Management Data		E. CONTRACTOR		
1. ITEM NUMBER 100.002		2. TITLE OR DESCRIPTION OF DATA Monthly Progress Report (MPR)		3. SUBTITLE		
4. AUTHORITY (DID Number) 100.002		5. CONTRACT REFERENCE		6. REQUIRING OFFICE DLCSPM		
7. INSPECTION N/A	9. INPUT	10. FREQUENCY MNTHLY	12. DATE OF 1st SUBMISSION See Block 16	14. DISTRIBUTION and ADDRESSEES		
8. APP CODE N/A		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION / EVENT	a. ADDRESS	b. COPIES	
16. REMARKS Block 12: The Progress Report shall be delivered no later than seven calendar days after the end of each calendar month. Remarks: All Progress Reports shall cover the period from the last report up to the end of the month being reported.				INITIAL	FINAL	
				Soft Copy	Soft Copy	
				PSPC		1
				DLCSPM		1
PREPARED BY		DATE	APPROVED BY			
17. CONTRACT FILE / DOCUMENT NUMBER		18. ESTIMATED NO OF PAGES	19. ESTIMATED PRICE	15. TOTAL	2	

CONTRACT DATA REQUIREMENTS LIST (1 DATA ITEM)						
A. SYSTEM / ITEM Land C4ISR CSESC				B. CONTRACT / RFP NUMBER W8486-184083		
C. SOW IDENTIFIER		D. DATA CATEGORY Management Data		E. CONTRACTOR		
1. ITEM NUMBER 100.003		2. TITLE OR DESCRIPTION OF DATA Meeting Agenda		3. SUBTITLE		
4. AUTHORITY (DID Number) 100.003		5. CONTRACT REFERENCE		6. REQUIRING OFFICE DLCSPM		
7. INSPECTION DD	9. INPUT	10. FREQUENCY ASREQ	12. DATE OF 1st SUBMISSION See Block 16	14. DISTRIBUTION and ADDRESSEES		
8. APP CODE A		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION / EVENT	a. ADDRESS	b. COPIES	
16. REMARKS Block 10. Dates/frequency for meetings will be specified in the tasking. Block 12. The Meeting Agenda shall be submitted for review no later than five working days prior to each meeting. Comments on the Meeting Agenda, including additions or deletions of discussion items, will be provided by Canada within three working days of receipt. Block 13. The revised Meeting Agenda addressing Canada's comments shall be submitted for acceptance within three working days of receipt of comments. Block 14. Only PRM Agenda					INITIAL	FINAL
					Soft Copy	Soft Copy
				PSPC	1	1
				DLCSPM	1	1
PREPARED BY		DATE	APPROVED BY			
17. CONTRACT FILE / DOCUMENT NUMBER		18. ESTIMATED NO OF PAGES	19. ESTIMATED PRICE	15. TOTAL	2	2

CONTRACT DATA REQUIREMENTS LIST (1 DATA ITEM)						
A. SYSTEM / ITEM Land C4ISR CSESC				B. CONTRACT / RFP NUMBER W8486-184083		
C. SOW IDENTIFIER		D. DATA CATEGORY Management Data		E. CONTRACTOR		
1. ITEM NUMBER 100.004		2. TITLE OR DESCRIPTION OF DATA Meeting Minutes		3. SUBTITLE		
4. AUTHORITY (DID Number) 100.004		5. CONTRACT REFERENCE		6. REQUIRING OFFICE DLCSPM		
7. INSPECTION DD	9. INPUT	10. FREQUENCY ASREQ	12. DATE OF 1st SUBMISSION See Block 16	14. DISTRIBUTION and ADDRESSEES		
8. APP CODE A		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION / EVENT	a. ADDRESS	b. COPIES	
16. REMARKS Block 10. Dates/frequency of meetings will be specified in the tasking. Block 12. Minutes of the meetings shall be submitted for review within five working days following each meeting. Comments on the Meeting Minutes will be provided by Canada within three working days of receipt. Block 13. Revised meeting minutes addressing Canada's comments shall be submitted for approval within two working days of receipt of comments. Block 14. Only PRM minutes.					INITIAL	FINAL
					Soft Copy	Soft Copy
				PSPC	1	1
				DLCSPM	1	1
PREPARED BY		DATE	APPROVED BY			
17. CONTRACT FILE / DOCUMENT NUMBER		18. ESTIMATED NO OF PAGES	19. ESTIMATED PRICE	15. TOTAL	2	2

CONTRACT DATA REQUIREMENTS LIST (1 DATA ITEM)						
A. SYSTEM / ITEM Land C4ISR CSESC				B. CONTRACT / RFP NUMBER W8486-184083		
C. SOW IDENTIFIER		D. DATA CATEGORY Management Data		E. CONTRACTOR		
1. ITEM NUMBER 100.005		2. TITLE OR DESCRIPTION OF DATA Canada Owned Resources Management Report		3. SUBTITLE		
4. AUTHORITY (DID Number) 100.005		5. CONTRACT REFERENCE		6. REQUIRING OFFICE DLCSPM		
7. INSPECTION DD	9. INPUT	10. FREQUENCY MNTHLY	12. DATE OF 1st SUBMISSION 1 MACA	14. DISTRIBUTION and ADDRESSEES		
8. APP CODE A		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION / EVENT EOM Rv	a. ADDRESS	b. COPIES	
					INITIAL	FINAL
					Soft Copy	Soft Copy
16. REMARKS				DLCSPM		1
PREPARED BY		DATE	APPROVED BY			
17. CONTRACT FILE / DOCUMENT NUMBER		18. ESTIMATED NO OF PAGES	19. ESTIMATED PRICE	15. TOTAL		1

CONTRACT DATA REQUIREMENTS LIST (1 DATA ITEM)					
A. SYSTEM / ITEM Land C4ISR Software				B. CONTRACT / RFP NUMBER W8486-184111	
C. SOW IDENTIFIER		D. DATA CATEGORY Management Data		E. CONTRACTOR	
1. ITEM NUMBER 100.006		2. TITLE OR DESCRIPTION OF DATA Task Closure Report		3. SUBTITLE	
4. AUTHORITY (DID Number) 100.007		5. CONTRACT REFERENCE		6. REQUIRING OFFICE DLCSPM	
7. INSPECTION DD	9. INPUT	10. FREQUENCY ONE/R	12. DATE OF 1st SUBMISSION ASREQ See Block 16	14. DISTRIBUTION and ADDRESSEES	
8. APP CODE A		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION / EVENT	a. ADDRESS	b. COPIES
16. REMARKS Block 12. The initial report shall be delivered at task closure unless otherwise specified in the tasking. Canada's comments will be provided within five working days of receipt of the initial report. Block 13. The Contractor shall update the report within 10 working days of receipt of comments.					
PREPARED BY		DATE	APPROVED BY		
17. CONTRACT FILE / DOCUMENT NUMBER		18. ESTIMATED NO OF PAGES	19. ESTIMATED PRICE	15. TOTAL	
				1	1

CONTRACT DATA REQUIREMENTS LIST (1 DATA ITEM)						
A. SYSTEM / ITEM Land C4ISR CSESC				B. CONTRACT / RFP NUMBER W8486-184083		
C. SOW IDENTIFIER		D. DATA CATEGORY Engineering Management Data		E. CONTRACTOR		
1. ITEM NUMBER 200.001		2. TITLE OR DESCRIPTION OF DATA Systems Engineering Management Plan (SEMP)		3. SUBTITLE		
4. AUTHORITY (DID Number) 200.001		5. CONTRACT REFERENCE		6. REQUIRING OFFICE DLCSPM		
7. INSPECTION DD	9. INPUT	10. FREQUENCY ONE/R	12. DATE OF 1st SUBMISSION ATBID See Block 16	14. DISTRIBUTION and ADDRESSEES		
8. APP CODE A		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION / EVENT See Block 16	a. ADDRESS	b. COPIES	
16. REMARKS Block 12. The initial SEMP shall be the SEMP delivered with the Contractor's proposal. Block 13. The contractor shall update the SEMP within 10 working days after receipt of comments. Further updates (to reflect changes to the project) shall be reviewed at a PRM; such proposed updates shall be provided to DND at least 10 working days before the PRM where they will be reviewed.					INITIAL	FINAL
					Soft Copy	Soft Copy
				DLCSPM		1
PREPARED BY		DATE	APPROVED BY			
17. CONTRACT FILE / DOCUMENT NUMBER		18. ESTIMATED NO OF PAGES	19. ESTIMATED PRICE	15. TOTAL		1

CONTRACT DATA REQUIREMENTS LIST (1 DATA ITEM)						
A. SYSTEM / ITEM Land C4ISR CSESC				B. CONTRACT / RFP NUMBER W8486-184083		
C. SOW IDENTIFIER		D. DATA CATEGORY Engineering Data		E. CONTRACTOR		
1. ITEM NUMBER 400.001		2. TITLE OR DESCRIPTION OF DATA Vulnerability Assessment Report		3. SUBTITLE		
4. AUTHORITY (DID Number) 400.001		5. CONTRACT REFERENCE		6. REQUIRING OFFICE DLCSPM		
7. INSPECTION DD	9. INPUT	10. FREQUENCY ASGEN	12. DATE OF 1st SUBMISSION 7 DACA	14. DISTRIBUTION and ADDRESSEES		
8. APP CODE A		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION / EVENT See Block 16	a. ADDRESS	b. COPIES	
16. REMARKS Block 13. The contractor shall provide an update based on concurrent/ongoing tasks for prioritization of work to deliver.					INITIAL	FINAL
					Soft Copy	Soft Copy
				DLCSPM		1
PREPARED BY		DATE	APPROVED BY			
17. CONTRACT FILE / DOCUMENT NUMBER		18. ESTIMATED NO OF PAGES	19. ESTIMATED PRICE	15. TOTAL		1

CONTRACT DATA REQUIREMENTS LIST (1 DATA ITEM)						
A. SYSTEM / ITEM Land C4ISR CSESC			B. CONTRACT / RFP NUMBER W8486-184083			
C. SOW IDENTIFIER		D. DATA CATEGORY Engineering Data		E. CONTRACTOR		
1. ITEM NUMBER 400.002		2. TITLE OR DESCRIPTION OF DATA Security Engineering Validation Report		3. SUBTITLE		
4. AUTHORITY (DID Number) 400.002		5. CONTRACT REFERENCE		6. REQUIRING OFFICE DLCSPM		
7. INSPECTION DD	9. INPUT	10. FREQUENCY ASGEN	12. DATE OF 1st SUBMISSION 1 MACA	14. DISTRIBUTION and ADDRESSEES		
8. APP CODE A		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION / EVENT See Block 16	a. ADDRESS	b. COPIES	
16. REMARKS Block 13. The contractor shall provide an update based on concurrent/ongoing tasks for prioritization of work to deliver.				INITIAL	FINAL	
				Soft Copy	Soft Copy	
				DLCSPM		1
PREPARED BY		DATE	APPROVED BY			
17. CONTRACT FILE / DOCUMENT NUMBER		18. ESTIMATED NO OF PAGES	19. ESTIMATED PRICE	15. TOTAL	1	

5 Data Item Descriptions

DATA ITEM DESCRIPTION		
1. TITLE Program Management Plan (PMP)	2. IDENTIFICATION NUMBER 100.001	
3. DESCRIPTION The PMP describes how the contractor will structure his organization, and implement and employ the integrated project management practices, processes, procedures and tools required to successfully manage the Land C4ISR CSESC and meet contractual obligations.		
4. APPROVAL DATE	5. OFFICE OF PRIMARY INTEREST DLCSPM	6. GIDEP APPLICABLE
7. APPLICATION / INTERRELATIONSHIP 7.1 The PMP is the highest level plan for the project. All other plans are subordinate to the PMP. 7.2 The plan has interrelationships with the System Engineering Management Plan.		
8. ORIGINATOR	9. APPLICABLE FORMS	
10. PREPARATION INSTRUCTIONS 10.1 Format. The Contractor's own format is acceptable. 10.2 General The plan shall be an all encompassing plan for the project. 10.3 Content The plan shall include the following information: a. Introduction. Introduces the plan including scope, purpose, and maintenance of the plan. b. Approach. Presents an overview of the project management organization, methodology and processes that integrates project planning, directing, monitoring and reporting. As a minimum, this plan shall contain the following: (1) Organization breakdown structure and interfaces; (2) Establishment and maintenance of program management monitoring and control; (3) Establishment and maintenance of task management control; (4) Establishment and maintenance of risk management control;		

- (5) Establishment and maintenance of a quality management system;
- (6) Establishment and maintenance of Canada owned resource (including controlled goods) management control;
- (7) Establishment and maintenance of security management control;
- (8) Establishment and maintenance of system engineering management control;
- (9) Establishment and maintenance of configuration management control;
- (10) Establishment and maintenance of data management control; and
- (11) Establishment and maintenance of quality assurance control.

10.4 Performance Management

The Contractor shall describe the proposed Performance Management framework and the associated continuous improvement process used in the conduct of the Work of the SOW.

DATA ITEM DESCRIPTION		
1. TITLE	2. IDENTIFICATION NUMBER	
Monthly Progress Report	100.002	
3. DESCRIPTION		
<p>The purpose of the report is to:</p> <ul style="list-style-type: none"> a. Monitor overall Support contract performance and task activities; b. Provide the customer (Contract Authority (CA), Procurement Authority (PA), and Technical Authority (TA)) with the information necessary to evaluate the progress of the activities; and c. Communicate to the customer any contract or task related concerns and risks identified by the Contractor that might affect either meeting the contract requirements or the performance and system integrity of the Land C4ISR. 		
4. APPROVAL DATE	5. OFFICE OF PRIMARY INTEREST	6. GIDEP APPLICABLE
	DLCSPM	N/A
7. APPLICATION / INTERRELATIONSHIP		
8. ORIGINATOR		9. APPLICABLE FORMS
10. PREPARATION INSTRUCTIONS		
<p>10.1 Format</p> <p>The Contractor's own format is acceptable.</p> <p>10.2 Content</p> <p>Progress Reports shall include the following information:</p> <p>An executive summary that describes significant elements of the report.</p> <p>Progress Status. An update of progress status for Core Management Services, Core Engineering Services and active tasks.</p> <p>A Program Invoice Status report which identifies for each active and closed task;</p> <ul style="list-style-type: none"> a. Task Number; b. Task Title; c. Total Task Value; d. Billing for this reporting period; e. Previous Total Billing; f. Total Billing to Date; and g. Remaining % LOE. h. Planned Expenditure i. Earned Value Statistics (if required). <p>A risk status report.</p>		

DATA ITEM DESCRIPTION		
1. TITLE Meeting Agenda		2. IDENTIFICATION NUMBER 100.003
3. DESCRIPTION Meeting Agendas set forth the venue and identify the discussion items to be covered at meetings		
4. APPROVAL DATE	5. OFFICE OF PRIMARY INTEREST DLCSPM	6. GIDEP APPLICABLE N/A
7. APPLICATION / INTERRELATIONSHIP This DID integrates with the DID - Meeting Minutes.		
8. ORIGINATOR	9. APPLICABLE FORMS	
10. PREPARATION INSTRUCTIONS		
<p>10.1 Format. The Contractor's own format is acceptable</p> <p>10.2 The agenda shall address the following:</p> <ul style="list-style-type: none"> a. The scope, purpose and objectives of the meeting; b. Time, date and location; c. Suggested attendees (Contractor, Canada and others); d. Need for any Canada documentation to be presented at the meeting; and e. Security classification of the meeting. <p>10.3 The following shall be the standard agenda items with appropriate details relevant to the specific meeting:</p> <ul style="list-style-type: none"> a. Agenda review; b. Review report items; c. Review meeting action item status; d. Other agenda items; e. New subjects introduced by members of the meeting; and f. Action item generation. <p>10.4 Special requirements. This section shall detail the requirement for visit clearances, security arrangements, facilities, and any other pertinent information.</p>		

DATA ITEM DESCRIPTION		
1. TITLE Meeting Minutes		2. IDENTIFICATION NUMBER 100.004
3. DESCRIPTION Meeting Minutes consist of record of proceedings, discussions, decisions and action items from a meeting.		
4. APPROVAL DATE	5. OFFICE OF PRIMARY INTEREST	6. GIDEP APPLICABLE
7. APPLICATION / INTERRELATIONSHIP This DID integrates with DID - Meeting Agenda.		
8. ORIGINATOR	9. APPLICABLE FORMS	
10. PREPARATION INSTRUCTIONS 10.1 Format The Contractor's own format is acceptable. 10.2 Content The minutes of meetings shall be presented in the following sections: <ul style="list-style-type: none"> a. General - including meeting identification number, purpose, date, time and location; b. Attendees, including their title and responsibility; c. Discussion Items - Including a summary record of proceedings, discussions, decisions, information addressees, action addressees and action completion date, for each item. All agenda items shall be covered; d. Next Venue; and e. Signatures of the Contractor Authority, PWGSC Contracting Authority (CA) and/or DND Technical Authority (TA) or their delegates as may be appropriate for the specific meeting. 		

DATA ITEM DESCRIPTION		
1. TITLE Canada Owned Resource Utilization & Status Report	2. IDENTIFICATION NUMBER 100.005	
3. DESCRIPTION The Canada Owned Resource Utilization Status Report provides the status of Government Furnished Information (GFI), Government Furnished Equipment (GFE) and Government furnished Vehicles (GFV) that are provided by Canada to the Contractor, for use on the Contract.		
4. APPROVAL DATE	5. OFFICE OF PRIMARY INTEREST DLCSPM	6. GIDEP APPLICABLE N/A
7. APPLICATION / INTERRELATIONSHIP		
8. ORIGINATOR	9. APPLICABLE FORMS	
10. PREPARATION INSTRUCTIONS 10.1 Format The Canada Owned Resource Utilization Report shall be prepared in the Contractor's format. 10.2 Content The report shall provide an inventory of GFI, GFE and GFV issued to the Contractor and to Subcontractors. The report shall include, as a minimum, the following information for each item in the Contractor's (and Subcontractor's) possession: <ul style="list-style-type: none"> a. Item name – e.g. Laptop; b. Item Description – e.g. Toshiba Tecra S3 Laptop (Model PTS30C-MT501E) w/power transformer; c. Serial / Registration / License Key or Media Number; d. Contractor/Subcontractor assigned Asset Number; e. NATO Stock Number (where applicable); f. Location (Present location of item); g. Cost (if purchased by the Contractor/Subcontractor on DND's behalf); and h. Use/Comments. 		

DATA ITEM DESCRIPTION		
1. TITLE Task Closure Report		2. IDENTIFICATION NUMBER 100.006
3. DESCRIPTION This report is the final deliverable for all tasks and documents activity, results and lessons learned.		
4. APPROVAL DATE	5. OFFICE OF PRIMARY INTEREST DLCPSM	6. GIDEP APPLICABLE N/A
7. APPLICATION / INTERRELATIONSHIP The Task Closure Report is delivered when the task is closed.		
8. ORIGINATOR DLCPSM		9. APPLICABLE FORMS N/A
10. PREPARATION INSTRUCTIONS 10.1 Format The Contractor's own format is acceptable. 10.2 Content The Task Closure Report shall contain the following as a minimum: <ul style="list-style-type: none">a. Timeline – start and finish dates for the task, including major milestones;b. Work Summary – a brief description of the work;c. Accomplishments – major accomplishment of the task;d. Lessons Learned; ande. Issues/outstanding items.		

DATA ITEM DESCRIPTION		
1. TITLE	2. IDENTIFICATION NUMBER	
Systems Engineering Management Plan (SEMP)	200.001	
3. DESCRIPTION		
<p>The Systems Engineering Management Plan (SEMP) describes the Contractor's plans and processes for scheduling, planning, organizing, directing, conducting, controlling and coordinating all Engineering effort under the contract and sets forth the Contractor's Engineering Program.</p>		
4. APPROVAL DATE	5. OFFICE OF PRIMARY INTEREST	6. GIDEP APPLICABLE
	DLCPSM 2 Chief Engineer	
7. APPLICATION / INTERRELATIONSHIP		
<p>The SEMP is a subordinate plan of the PMP.</p>		
8. ORIGINATOR	9. APPLICABLE FORMS	
10. PREPARATION INSTRUCTIONS		
<p>10.1 Format</p> <p>The Contractor's own format is acceptable.</p> <p>10.2 General</p> <p>The SEMP shall contain sufficient detail to allow DND to assess the Contractor's ability to carry out and manage the engineering of the contract.</p> <p>10.3 The SEMP shall contain as a minimum the following information:</p> <ul style="list-style-type: none"> a. Organisation; b. Roles and Responsibilities; c. Engineering Processes; d. Problem Resolution Support; and e. Review Processes; <p>10.4 The SEMP shall also address the following:</p> <ul style="list-style-type: none"> a. The process for performing Cyber Security and Engineering Analysis and Resolution. b. The Cyber Security Architecture process. c. The Vulnerability Assessment process. d. The Security Assessment and Authorization process. e. The Security Operation process. f. The Security Operation Center incident handling process <p>10.5 Problem Resolution Support</p> <p>The SEMP shall address the methods, techniques and process employed by the Contractor in support of resolution of System Problem Reports (SPR), Unsatisfactory Condition Reports (UCR) and Technical Failure Reports (TFR).</p>		

DATA ITEM DESCRIPTION		
1. TITLE Vulnerability Assessment Report	2. IDENTIFICATION NUMBER 400.001	
3. DESCRIPTION The Contractor shall conduct a Vulnerability Assessment in order to prepare the Vulnerability Assessment Report within a defined network scope and provide a coherent report by a security analyst to highlight key findings and recommendations based on the Land C4ISR System.		
4. APPROVAL DATE	5. OFFICE OF PRIMARY INTEREST DLCPSM 2-6	6. GIDEP APPLICABLE
7. APPLICATION / INTERRELATIONSHIP		
8. ORIGINATOR	9. APPLICABLE FORMS	
10. PREPARATION INSTRUCTIONS 10.1 Format The Contractor's own format is acceptable. 10.2 General The Vulnerability Scan shall be conducted using an up to date software tool to report all discovered vulnerabilities within the defined scope for testing. An experienced analyst will be required to review all the results to report key findings and recommendations. 10.3 The Vulnerability Assessment Report shall contain as a minimum the following information: a. Introduction – Objectives, Scope and Methodology; b. Executive Summary –Brief outline of finds and recommendations; c. Findings – Listing description, example and recommendation for each finding; d. Detailed Analysis - Audit of new and previous findings in context to the overall system; e. Priority of Recommended Solutions; and f. Conclusion. Appendices – As required, to provide additional information.		

DATA ITEM DESCRIPTION		
1. TITLE Security Engineering Validation Report	2. IDENTIFICATION NUMBER 400.002	
3. DESCRIPTION The SEV team would be required to perform penetration testing against various components and provide a detailed report. This includes performing reconnaissance, scanning, vulnerability assessments and exploitation of the target, and exploring misuse cases. Based on the analysis, the SEV team can provide recommendations for security controls that could mitigate any identified risk.		
4. APPROVAL DATE	5. OFFICE OF PRIMARY INTEREST DLCPSM 2-6	6. GIDEP APPLICABLE
7. APPLICATION / INTERRELATIONSHIP		
8. ORIGINATOR	9. APPLICABLE FORMS	
10. PREPARATION INSTRUCTIONS 10.1 Format The Contractor's own format is acceptable. 10.2 General The SEV team shall examine the identified component by going through the technical documentations and understanding the concept of operation. The scope, methodology and limitation of testing must be clearly outlined in the report. Generic lab results can be attached in an appendix but the key finding and recommendations must make up the main body of the report to evaluate the technical security posture. 10.3 The Vulnerability Assessment Report shall contain as a minimum the following information: a. Introduction <ul style="list-style-type: none"> • System Overview, • Objectives, • Scope, • Methodology; and • Limitations. b. Executive Summary c. Findings <ul style="list-style-type: none"> • Scanning results; • Vulnerability Findings and Assessment; • Misuse Case Analysis; and • Recommended Security Controls. d. Conclusion. Appendices – As required, to provide additional information.		

**APPENDIX 6
TO ANNEX A**

**TO CONTRACT
W8486-184083**

**LAND C4ISR SYSTEM
CYBER SECURITY ENGINEERING
SUPPORT CONTRACT
(CSESC)**

TASK RESOURCE CATEGORY

14 September 2017

1 Task Resource Category Requirements

1.1 General

1.1.1 Task Resource Requirement

The types of resources that may be required to complete tasks in the CSESC SOW are identified in Table 1 below.

1.1.2 Experience

The following experience Depth of Knowledge levels, reference section 1.1.3 below, can be applied to each of the different categories of resources, unless clearly specified otherwise.

- Junior resources (Level 1-2) have less than five (5) years of experience in the specified field.
- Intermediate resources (Level 2-3) have more than five (5) years of experience in the specified field.
- Senior Resources (Level 3-4) have more than ten (10) years of experience in the specified field.

Serial	Short Title	Personnel Position Description
1	CSA	Cyber Security Architect
2	CSE	Cyber Security Engineer
3	CSS	Cyber Security Specialist
4	SSA	System Security Analyst
5	IMS	Incident Management Specialist
6	SA&A	Security Assessment & Authorization Specialist
7	SSE	System/Software Engineer
8	SSS	System/Software Specialist
9	TE	Test Engineer
10	TS	Test Specialist

Table 1: Resource Type

In order to evaluate Level of a resource the Webb (1997) Degree of Knowledge (DoK) model is used as a basis for this contract. The DoK model is a process and criteria for systematically analyzing the alignment between standards and standardized assessments. The model assumes that work elements are categorized based upon the cognitive demands to produce the expected result. Each level reflects a different level of cognitive expectation, or depth of knowledge, required to complete the task. The term knowledge used here broadly encompass all forms of knowledge and experience.

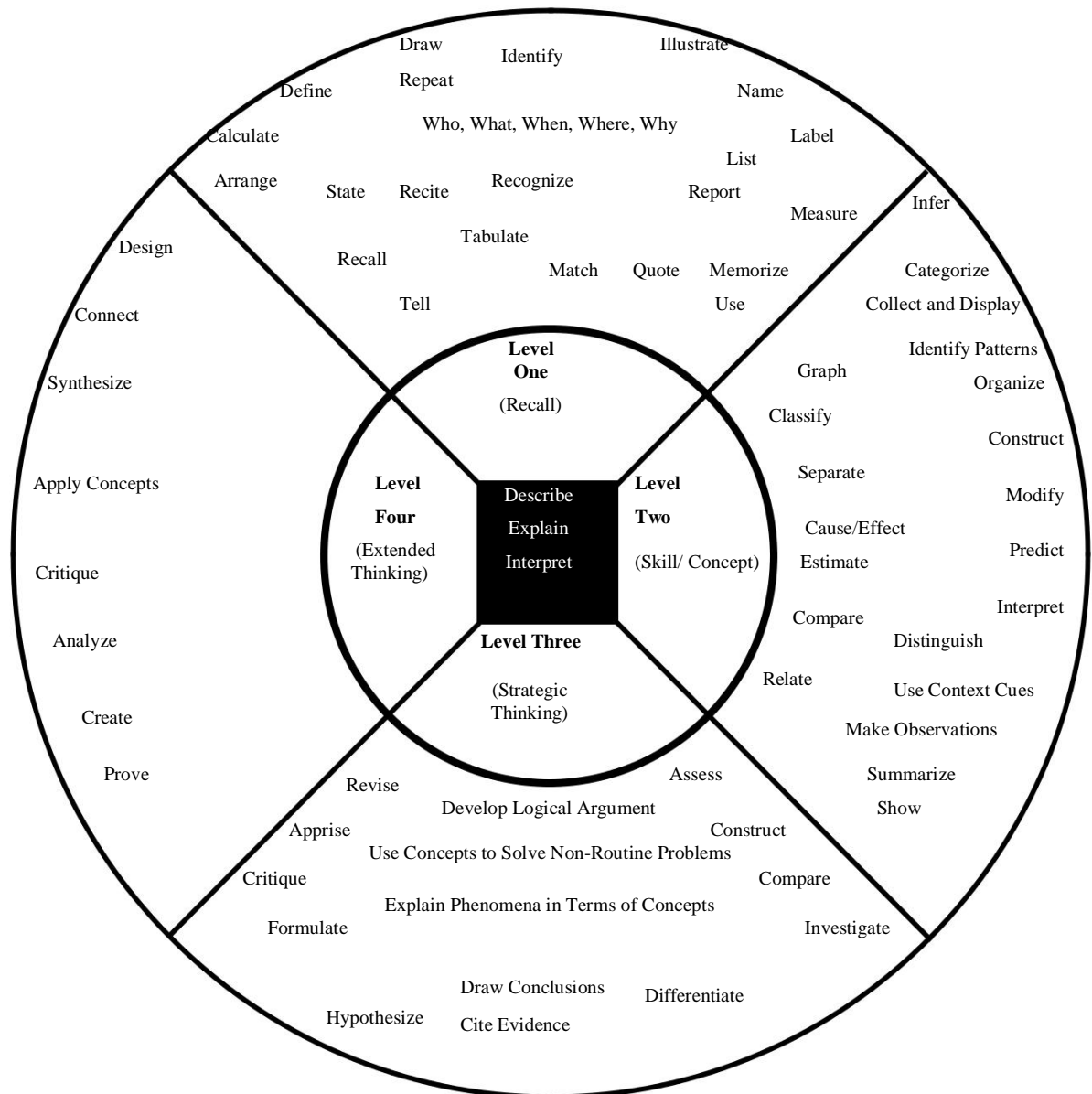


Figure 1 Depth of Knowledge Model

Depth of Knowledge			
Level 1	Level 2	Level 3	Level 4
Recall elements and details of assigned work.	Identify, plan and summarize work.	Support ideas with details and examples.	Conduct a project that requires specification, design, implementation and reporting results.
Conduct basic tasks.	Use context to explain an event/requirement.	Communicate with appropriate language to the purpose and audience.	Apply model to illustrate uses, problems or situations.
Represent in words or diagrams the behaviour or its relationship.	Solve routine problems.	Design investigations for a problem.	Analyze and synthesize information from multiple sources.
Perform routine procedures.	Describe cause/effect given data/conditions.	Develop a model for complex situation.	Design model to inform and solve uses, problems or situations.
Describe the behaviour or issue at hand.	Identify patterns in events or behavior.	Apply a concept in other contexts.	
	Organize, represent and interpret data.		

Table 2 Depth of Knowledge Evaluation Criteria

2 Resource Type Education, and Knowledge Requirements

2.1 General

Required education and knowledge is specified below for each resource type.

2.2 Cyber Security Architect

Cyber Security Architect (CSA) must be capable of producing network designs and guidance with contributions from across security disciplines to achieve comprehensive system protection with the constraints of cost, schedule, and performance while maintaining an acceptable level of risk. A broad variety of knowledge is required about hardware, firmware, languages, applications, operating systems and environments. Only senior resources (level 4) would qualify for this position.

No.	Criteria
1.	<p><u>Education.</u></p> <p>The CSA must have a university undergraduate degree in systems engineering, electrical engineering, computer engineering, telecommunications, information systems or computer science.</p> <p>Must also have demonstrated work experience in Cyber Security and hold a current CISSP certification.</p>
2.	<p><u>Experience.</u></p> <p>Must have experience in system security architecture work including experience in any of the following areas:</p> <ul style="list-style-type: none"> a. Developing and maintaining Cyber Security Reference Architecture (CSRA); or b. Developing and maintaining Security Architecture Guidance (SAG); or c. Creating and validating Security Technical Implementation Guides (STIGs). <p>Requires a combination of education and experience in many of the fields below:</p> <ul style="list-style-type: none"> a. Architecture Development; b. Structured Analysis; c. Routing and Switching; d. Network Scanning and Monitoring; e. End-Point-Protection f. Cross Domain Solution; g. PKI technologies; h. Multiple Independent Levels of Security (MILS) or Multilevel Security (MLS) technology; i. Secure Operating Systems; j. Trusted hypervisor technology; k. Wireless and handheld device security technologies; l. Virtual Private Network (VPN) encryption technologies; m. Computer Network Defence technologies, such as Intrusion Detection Systems or Security Information and Event Management systems; n. Identity Management and/or Policy Management systems; o. Data At Rest and hard drive encryption technologies; and p. Two Factor Authentication technologies.

2.3 Cyber Security Engineer

Cyber Security Engineer (CSE) must be capable of integrating the system security measures in accordance with the system design and proposed architecture. Must be able to collaborate with the Cyber Security Architect on any system security requirement adjustments and work with the Cyber Security Specialist to integrate the system security requirements within their specialty. Only intermediate and senior resources (level 2-3) would qualify for this position.

No.	Criteria
1.	<p><u>Education.</u></p> <p>The CSE must have a university undergraduate degree in systems engineering, electrical engineering, computer engineering, telecommunications, information systems or computer science.</p> <p>Must also have demonstrated work experience in Cyber Security and hold a current CISSP certification.</p>
2.	<p><u>Experience.</u></p> <p>Must have experience in system security engineering work including experience in any of the following areas:</p> <ul style="list-style-type: none"> a. Analyzing, designing, prototyping, and implementing security in systems; or b. Communications security engineering; or c. Computer and network security engineering. <p>Requires a combination of education and experience in many of the fields below:</p> <ul style="list-style-type: none"> d. Routing and Switching; e. Network Scanning and Monitoring; f. End-Point-Protection; g. Cross Domain Solution; h. PKI technologies; i. Multiple Independent Levels of Security (MILS) or Multilevel Security (MLS) technology; j. Secure Operating Systems; k. Trusted hypervisor technology; l. Wireless and handheld device security technologies; m. Virtual Private Network (VPN) encryption technologies; n. Computer Network Defence technologies, such as Intrusion Detection Systems or Security Information and Event Management systems; o. Identity Management and/or Policy Management systems; p. Data At Rest and hard drive encryption technologies; and

	q. Two Factor Authentication technologies.
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2.4 Cyber Security Specialist

Cyber Security Specialist (CSS) must be capable of defining and implementing security requirements and processes within a particular security specialty. Must be able to assist the Cyber Security Engineer with design protection analyses. Only junior and intermediate resources (level 2-3) would qualify for this position.

No.	Criteria
1.	<u>Education.</u> The CSS must have a: a. University undergraduate degree in computer related field; or b. College diploma in an electrical engineering, electronics, telecommunications, computers or information technology program; Must also obtain an industry recognized certification in the area of specialization (i.e. Cisco CCNA Security, SANS GIAC, Security+...).

No.	Criteria
2.	<p data-bbox="358 205 509 239"><u>Experience.</u></p> <p data-bbox="358 256 1414 327">Must have experience in security engineering work including experience in any of the following areas:</p> <ul data-bbox="407 344 1403 487" style="list-style-type: none"><li data-bbox="407 344 1403 382">a. Analyzing, designing, prototyping, and implementing security in systems;<li data-bbox="407 394 1403 432">b. Demonstrated ability of deploying solutions within specialty; or<li data-bbox="407 445 1403 487">c. Computer and network security engineering. <p data-bbox="358 504 1393 537">Requires a combination of education and experience in many of the fields below:</p> <ul data-bbox="407 554 1370 1346" style="list-style-type: none"><li data-bbox="407 554 760 592">a. Routing and Switching;<li data-bbox="407 604 911 642">b. Network Scanning and Monitoring;<li data-bbox="407 655 727 693">c. End-Point-Protection<li data-bbox="407 705 764 743">d. Cross Domain Solution;<li data-bbox="407 756 688 793">e. PKI technologies;<li data-bbox="407 806 1370 886">f. Multiple Independent Levels of Security (MILS) or Multilevel Security (MLS) technology;<li data-bbox="407 898 802 936">g. Secure Operating Systems;<li data-bbox="407 949 857 987">h. Trusted hypervisor technology;<li data-bbox="407 999 1122 1037">i. Wireless and handheld device security technologies;<li data-bbox="407 1050 1179 1087">j. Virtual Private Network (VPN) encryption technologies;<li data-bbox="407 1100 1354 1180">k. Computer Network Defence technologies, such as Intrusion Detection Systems or Security Information and Event Management systems;<li data-bbox="407 1192 1203 1230">l. Identity Management and/or Policy Management systems;<li data-bbox="407 1243 1187 1281">m. Data At Rest and hard drive encryption technologies; and<li data-bbox="407 1293 980 1331">n. Two Factor Authentication technologies.

2.5 System Security Analyst

System Security Analyst (SSA) must be capable of performing vulnerability assessments and analyzing network data to report key finds and provide recommendations for remediation. Only intermediate and senior resources (level 2-3) would qualify for this position.

No.	Criteria
1.	<p>Education.</p> <ul style="list-style-type: none"> a. University undergraduate degree in engineering, computer science or equivalent; or b. College diploma (two or three year program) in an electrical engineering, electronics, telecommunications, computers or information technology program. <p>Must also obtain an industry recognized certification in the area of specialization (i.e. Cisco SCYBER, SANS GIAC, Security+...).</p>
1.	<p><u>Experience.</u></p> <p>Must have experience in security analysis work including experience in any of the following areas:</p> <ul style="list-style-type: none"> a. Perform vulnerability testing, risk analysis and security assessment; b. Understand and implement security policies and safeguards; c. Conduct impact analysis for configuration changes and patch management. <p>Requires a combination of education and experience in many of the fields below:</p> <ul style="list-style-type: none"> a. Network Scanning and Monitoring tools; b. Manage Computer Network Defence technologies, such as Intrusion Detection Systems or Security Information and Event Management systems; c. Identity Management and/or Policy Management systems; d. Implement and upgrade security measures and controls e. Conduct internal and external security audits f. Anticipate security alerts, incidents and disasters and reduce their likelihood g. Analyze security breaches to determine their root cause h. Recommend appropriate tools and countermeasures

2.6 Incident Management Specialist

Incident Management Specialist (IMS) must be capable of operating/maintaining the Security Operation Center. Must be able to provide first responder services on identified security incidents. Only intermediate and senior resources (level 2-3) would qualify for this position.

No.	Criteria
1.	<p>Education.</p> <ul style="list-style-type: none"> a. University undergraduate degree in engineering, computer science or equivalent; or b. College diploma (two or three year program) in an electrical engineering, electronics, telecommunications, computers or information technology program. <p>Must also obtain an industry recognized certification in the area of specialization (i.e. ITIL, Cisco CCNA, Security+...).</p>
1.	<p><u>Experience.</u></p> <p>Must have experience in security operation center work including experience in any of the following areas:</p> <ul style="list-style-type: none"> a. Actively monitoring systems and networks for intrusions; b. Produce detailed incident reports and technical briefs for management, administrators and end-users; and c. Develop a procedural set of responses to security problems. <p>Requires a combination of education and experience in many of the fields below:</p> <ul style="list-style-type: none"> a. Use Network scanners and vulnerability analysis tools b. Report and resolve IT Security incidents c. Understand Networking Protocols such as HTTP, FTP, Telnet, TCP/IP, UDP, DNS, SMTP, SNMP d. Understand Networking security protocols such as SSL, S-HTTP, S-MIME, IPSec, SSH e. Configure and use of Intrusion detection systems, firewalls, content checkers and antivirus software f. Monitor Network infrastructure components, such as multiplexers, routers/hubs, switches g. Provide incident analysis support h. Collect, collate, analyze and disseminate threats and vulnerabilities information i. Conduct on-site reviews and analysis of system security logs j. Produce system activity reports

2.7 Security Assessment & Authorization Specialist

Security Assessment & Authorization Specialist (SA&A) must be capable of developing and maintaining SA&A documentation used to enable System Information Security Governance and Risk Management processes. Only intermedia and senior resources (level 3-4) would qualify for this position.

No.	Criteria
1.	<p><u>Education.</u></p> <ul style="list-style-type: none">a. University undergraduate degree in engineering, computer science or equivalent; orb. College diploma (two or three year program) in an electrical engineering, electronics, telecommunications, computers or information technology program. <p>Must have demonstrated work experience in security assessment processes and hold a current CISSP certification.</p>
2.	<p><u>Experience.</u></p> <p>The SA&A will have current experience in Information Security Governance and Risk Management in the security domains identified below:</p> <ul style="list-style-type: none">a. Access Control;b. Telecommunications and Network Security;c. Software Development Security;d. Cryptography;e. Security Architecture and Design;f. Operations Security;g. Business Continuity and Disaster Recovery Planning;h. Legal, Regulations, Investigations and Compliance; andi. Physical Security.

2.8 System / Software Engineer

System / Software Engineer (SSE) must be capable of working on a system that has a broad variety of hardware, firmware, languages, applications, operating systems and environments. Only intermedia and senior resources (level 2-3) would qualify for this position.

No.	Criteria
1.	<p data-bbox="358 436 500 468">Education.</p> <ul style="list-style-type: none"><li data-bbox="407 489 1339 558">a. University undergraduate degree in engineering, computer science or equivalent; or<li data-bbox="407 579 1388 684">b. College diploma (two or three year program) in an electrical engineering, electronics, telecommunications, computers or information technology program.
2.	<p data-bbox="358 707 1073 739">SSE must have experience with the following activities:</p> <ul style="list-style-type: none"><li data-bbox="407 760 1344 791">a. Analyzing, Designing and Implementing systems at the System level;<li data-bbox="407 812 792 844">b. Communications systems;<li data-bbox="407 865 1174 896">c. Interface Control Management and implementation; and<li data-bbox="407 917 1344 1022">d. System Integration: hardware and software (commercial off-the-shelf (COTS) and/or custom developed) components into new or existing systems.

2.9 System / Software Specialists

Software/Firmware Specialists (SSS) must be capable of working on a system that has a broad variety of software, firmware, languages, applications, operating systems and environments. Only junior and intermedia resources (level 1-2) would qualify for this position.

No.	Criteria
1.	<u>Education.</u> <ul style="list-style-type: none">a. University undergraduate degree in software engineering or computer science or equivalent; orb. College diploma (two or three year program) in software/firmware development; orc. Successful completion of two years of directly relevant job experience is an acceptable substitute for the education criteria.
	SSS must be capable of working on a complex system that may include: <ul style="list-style-type: none">a. Interfaces to a broad variety of software, firmware, applications, operating systems and environments;b. Familiar with programming languages (e.g. C, C++) and paradigms (e.g. Object Oriented, Functional, Procedural) applicable to the products under development;c. Coding best practices including rapid development processes (e.g. Agile), formal version management approaches (e.g. Subversion); andd. Code commenting, formal interface definition and management etc.

2.10 Test Engineer

Test Engineer (TE) must have the requisite experience in managing tests, directly supervising other test personnel and developing, performing and reviewing manual and automated testing, including investigative testing in support of debugging and system problem report resolution. The TE must also have experience in developing and implementing test strategies in conjunction with the development team to perform identified test program and tasks. Only intermedia and senior resources (level 2-3) would qualify for this position.

No.	Criteria
1.	<u>Education.</u> <ul style="list-style-type: none">a. University undergraduate degree in engineering, computer science or equivalent; orb. College diploma (two or three year program) in an electrical engineering, electronics, telecommunications, computers or information technology program.
2.	<p>The TE must demonstrate experience in many of the areas below:</p> <ul style="list-style-type: none">a. managing a test program and of test personnel; andb. experience in the activities listed below:<ul style="list-style-type: none">i. Perform system integration;ii. Develop test strategy;iii. Prepare and implement test plans and procedures;iv. Review of requirements;v. Use test Management tools;vi. Structured testing techniques and requirements traceability; andvii. Managing testing personnel.

2.11 Test Specialist (TS)

The Test Technician (TS) must be capable of performing various tasks to ensure products meet the specified standards and function properly. Typical testing methods include monitoring, assembling, improving and manipulating products to ensure it is in no way defective. The test specialist must be capable of using Automated Test Equipment, network analysis and similar test equipment as may be required for the tasks. Only junior and intermedia resources (level 1-2) would qualify for this position.

No.	Criteria
1.	<u>Education.</u> <ul style="list-style-type: none">a. College diploma (two or three year program) in an electrical engineering, electronics, telecommunications, computers or information technology program.b. Successful completion of three years of directly relevant job experience is an acceptable substitute for the education criteria.
2.	The TS must demonstrate work experience in the testing of C4ISR systems in many of the activities identified below: <ul style="list-style-type: none">a. Preparing and implementing test plans and procedures;b. Execute manual tests;c. Program and use of automated testing tools;d. Review of requirements;e. Structured testing techniques and requirements traceability; andf. Managing testing personnel.

ANNEX B
TO CONTRACT
W8486-184083

LAND C4ISR
CYBER SECURITY ENGINEERING
SUPPORT CONTRACT

BASIS of PAYMENT
21 September 2017

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1. Introduction

The Basis of Payment is established herein for the following considerations:

- a. Payment for Core Work;
- b. Payment for Tasks;
- c. Payment for Key Performance Indicators; and
- d. Payment for Acquisition of Hardware, System Equipment and Software, Specialized Knowledge & Sub-Contractors.

2. Basis of Payment

2.1 Core Work Payment

Payment for Core Work will be made in accordance with the Monthly Payment provisions of the Contract. Core Work charges must be based on Fixed Monthly Rates in Table 1 below.

Table 1 – Core Work Cost

Core Work	Monthly Fixed Rate (A)				
	Year 1	Year 2	Year 3	Year 4	Year 5
Core Management Work	\$	\$	\$	\$	\$
Core Engineering Work	\$	\$	\$	\$	\$

2.2 Core Management Key Performance Indicator (KPI) Incentive Payment

2.2.1 Incentive

For meeting or exceeding all of the Core Management KPIs detailed in 2.2.3, an incentive payment of 4% of the annual Core Management Work Fee will be issued to the Contractor.

2.2.2 Disincentive

For breaching all of the Minimum Core Management KPIs detailed in 2.2.3, a disincentive will be paid by the Contractor, in the form of a credit to Canada, of 4% of the annual Core Management Work Fee.

2.2.3 Core Management - Key Performance Indicators

The contractor must meet the following performance criteria related to core management work:

- a. **Task Completion.** When DND confirms tasks are completed, they are finalized within 90 calendar days from the date work is finalized and all deliverables submitted as per CDRL 100.006 and DID 100.006. When this requirement is met at 90% throughout the contract year in question, the Contractor will be eligible for the Core Management Incentive Payment identified at paragraph 2.2.1. When the Contractor does not meet this requirement a minimum of 80% of the time, the Contractor will be subject to the disincentive identified at paragraph 2.2.2.
- b. **Monthly Progress Reports Delivery.** Monthly Progress Reports are delivered on time and complete as per CDRL 100.002 and DID 100.002. When this requirement is met at 90% throughout the contract year, the Contractor will be eligible for the Core Management Incentive Payment identified at paragraph 2.2.1. When the Contractor does not meet this requirement a minimum of 80% of the time, the Contractor will be subject to the disincentive identified at paragraph 2.2.2.
- c. **Level of Effort Task Estimation.** Task estimates are delivered within 30 calendar days from receipt of a Statement of Work from Canada for standard level of effort tasks. When

this requirement is met at a rate that is above 90% throughout the contract year, the Contractor will be eligible for the Core Management Incentive Payment identified at paragraph 2.2.1. When the Contractor does not meet this requirement, a minimum of 75% of the time, the Contractor will be subject to the disincentive identified at paragraph 2.2.2.

- d. **Firm Priced Task Estimation.** Task estimates are delivered within 60 calendar days from receipt of a Statement of Work where Canada is requesting a firm fixed priced or firm priced tasking with performance based measures. When this requirement is met at a rate that is above 90% throughout the contract year in question, the Contractor will be eligible for the incentive described in paragraph 2.2.1. When the Contractor does not meet this requirement, a minimum of 75% of the time, the Contractor will be subject to the disincentive identified at paragraph 2.2.2.

2.3 Core Management Cost Performance Indicator (CPI) Incentive Payment

2.3.1 Incentive

If the contractor obtains an annual CPI of 1.10 or greater, an incentive will be paid to the Contractor of 6% of the annual Core Management Work Fee.

2.3.2 Disincentive

If the contractor obtains an annual CPI below 0.90, a disincentive will be paid by the Contractor, in the form of a credit or payment to Canada of 6% of the annual Core Management Work Fee.

2.3.3 Cost Performance Index (CPI):

- a. The contract Cost Performance Index (CPI) measures how far ahead or behind the contract budget is at a point in time. In order to obtain the incentive detailed in 2.3.1, the annual CPI must be above 1.10 for the contract year. If the annual CPI is below 0.90, the disincentive detailed in 2.3.2 will be applied.
- b. The annual CPI is determined using the baseline task budget, and estimated start and finish dates for all tasks. CPI is calculated as the Earned Value (EV) divided by Actual Cost (AC). EV is the amount of the task that is actually completed in terms of task budget. AC is the amount that has been spent on the task. It must include values for labor and any other item of cost that was necessary to complete the task. The CPI will be calculated on a task-by-task basis. The EV and AC are calculated on a task-by-task basis and summed to determine the overall contract CPI. $(CPI = \text{Sum}(EV) / \text{Sum}(AC))$.
- c. Any change in scope issued by DND will be taken into account and the revised proposal and task baseline will supersede prior proposals for the affected task. When this requirement is met, the Contractor will be eligible for the incentive described.

2.4 Core Engineering - Key Performance Indicators Payment

2.4.1 Incentive

For meeting or exceeding the Core Engineering KPIs detailed in 2.4.3, an incentive payment of 10% of the annual Core Engineering Work Fee will be issued to the Contractor.

2.4.2 Disincentive

For breaching all of the minimum Core Engineering KPIs detailed in 2.4.3, a disincentive will be paid by the Contractor, in the form of a credit or payment to Canada of 10% of the annual Core Engineering Work Fee.

2.4.3 Core Engineering - Key Performance Indicators Payment

The contractor must meet the following performance criteria related to core engineering work:

- a. **Schedule Performance Index.** The contract Schedule Performance Index (SPI) measures how far ahead or behind the contract work is at a point in time. In order to obtain the incentive detailed in 2.4.1, the annual SPI must be above 1.10 for the contract year. If the annual SPI is below 0.90, the disincentive detailed in 2.4.2 will be applied.
- b. In order to calculate the SPI you must baseline task budget, start and finish dates for all tasks. Schedule Performance Index (SPI) is the Earned Value (EV) divided by Planned Value (PV). EV is the amount of the task that is actually completed in term of task budget. PV is the amount of the task that is supposed to have been completed in terms of the task budget. The EV and PV are calculated on a task-by-task basis and summed to determine the overall contract SPI. $(SPI = \text{Sum}(EV) / \text{Sum}(PV))$
- c. Any change in scope that occurs will be taken into account and the revised proposal and task baseline will supersede prior proposals for the affected task.
- d. **Problem Management.** The contract Problem Management Service Level Agreement is set at paragraph 4.7 of Annex A. When this requirement is met at a rate that is above 90% throughout the contract year, the Contractor will be eligible for the Core Engineering Incentive Payment identified at paragraph 2.4.1. When the Contractor does not meet this requirement a minimum of 80% of the time, the Contractor will be subject to the disincentive identified at paragraph 2.4.2.
- e. **Incident Management.** The contract Incident Management Service Level Agreement set in paragraph 4.8 of Annex A. When this requirement is met at a rate that is above 90% throughout the contract year, the Contractor will be eligible for the Core Engineering Incentive Payment identified at paragraph 2.4.1. When the Contractor does not meet this requirement a minimum of 80% of the time, the Contractor will be subject to the disincentive identified at paragraph 2.4.2.
- f. **Problem Resolution Index.** The Problem Resolution Index (PRI) is a measure of the System maturity for Configuration Items that are mature and available to the user community for validation and use. A problem is deemed valid, for PRI calculation, if its resolution is the responsibility of a single OEM. A problem is deemed resolved when it reaches the OEM verification stage, meaning it is ready for OEM verification testing¹. In order to obtain the incentive detailed in 2.4.1, the annual PRI must be above 1.00 for the contract year. If the annual PRI is below 0.90, the disincentive detailed in 2.4.2 will be applied. The PRI is measured by dividing the number of closed problems during the contract year by the number of new problems identified during the contract year by priority and then adding the result by priority based on a weight of 3 for priority 1, 2 for

¹ A problem may be in OEM resolution for an extended period awaiting resolution of a separate blocking problem assigned to another OEM. For the purpose of KPI measurement a problem in OEM verification stage even if blocked is deemed resolved for the PRI calculation.

priority 2 and 1 for priority 3 on an annual basis and then dividing the total by 6. (PRI= (3*Pri 1 closed/Pri 1 Open + 2*Pri 2 closed/Pri 2 Open + 1*Pri 3 closed/ Pri 3 Open)/6).

2.5 Task Costs

Payment for Task Costs will be made in accordance with Progress Payment provisions of the Contract. Canada will make monthly payments for Task Costs as follows:

- a. Labour charges for authorized Work pursuant to the Contract must be based on Firm Fixed Hourly Labour Rates in **Error! Not a valid bookmark self-reference.**2 below, Goods and Services Tax or Harmonized Sales Tax extra as applicable.
- b. Mark-up charges for authorized acquisition of hardware, system equipment and software (HW/SE/SW) for the conduct of the Work pursuant to the Contract must be based on percentage mark-ups specified in Table 3 below, Goods and Services Tax or Harmonized Sales Tax extra as applicable.
- c. Mark-up charges for authorized services of individuals with Specialized Knowledge (SK) & sub-scontracted services required for the conduct of the Work pursuant to the Contract, must be based on the net laid-down cost plus percentage mark-ups specified in Table 4 below, Goods and Services Tax or Harmonized Sales Tax extra as applicable.
- d. The Contractor will be paid its authorized travel and living expenses, reasonably and properly incurred in the performance of the Work, at cost, without any allowance for overhead or profit, in accordance with the meal, private vehicle and incidental allowances specified in Appendices B, C and D of the Treasury Board Travel Directive (<http://www.tbs-sct.gc.ca/hr-rh/gtla-vgcl/>) and with the other provisions of the directive referring to "travelers", rather than those referring to "employees". All travel must have prior authorization of the Technical Authority.

Table 2 – Firm Fixed Hourly Labour Rates

Personnel Rate Category	Contract Firm Fixed Hourly Labour Rate				
	Year 1	Year 2	Year 3	Year 4	Year 5
Cyber Security Architect (Senior Level 4)	\$	\$	\$	\$	\$
Cyber Security Engineer (Senior Level 3)	\$	\$	\$	\$	\$
Cyber Security Engineer (Intermediate Level 2)	\$	\$	\$	\$	\$
Cyber Security Specialist (Intermediate Level 3)	\$	\$	\$	\$	\$
Cyber Security Specialist (Junior Level 2)	\$	\$	\$	\$	\$
System Security Analyst (Senior Level 3)	\$	\$	\$	\$	\$

System Security Analyst (Intermediate Level 2)	\$	\$	\$	\$	\$
Incident Management Specialist (Senior Level 3)	\$	\$	\$	\$	\$
Incident Management Specialist (Intermediate Level 2)	\$	\$	\$	\$	\$
Security Assessment & Authorization Specialist (Intermediate Level 3)	\$	\$	\$	\$	\$
Security Assessment & Authorization Specialist (Senior Level 4)	\$	\$	\$	\$	\$
System/Software Engineer (Senior Level 3)	\$	\$	\$	\$	\$
System/Software Engineer (Intermediate Level 2)	\$	\$	\$	\$	\$
System/Software Specialist (Intermediate Level 2)	\$	\$	\$	\$	\$
System/Software Specialist (Junior Level 1)	\$	\$	\$	\$	\$
Test Engineer (Senior Level 3)	\$	\$	\$	\$	\$
Test Engineer (Intermediate Level 2)	\$	\$	\$	\$	\$
Test Specialist (Intermediate Level 2)	\$	\$	\$	\$	\$
Test Specialist (Junior Level 1)	\$	\$	\$	\$	\$

Table 3 – Acquisition of Hardware, System Equipment and Software Mark-up

Activity	Percentage Mark-up Year 1	Percentage Mark-up Year 2	Percentage Mark-up Year 3	Percentage Mark-up Year 4	Percentage Mark-up Year 5
Acquisition of hardware, system equipment and software (HW/SE/SW)	%	%	%	%	%

Table 4 – Specialized Knowledge (SK) and Sub-contracted Services Mark-up

Activity	Percentage Mark-up Year 1	Percentage Mark-up Year 2	Percentage Mark-up Year 3	Percentage Mark-up Year 4	Percentage Mark-up Year 5
Acquisition of SK & Sub-Contractors	%	%	%	%	%

2.5.1 Pricing Options

- a. Firm Price: For Task Authorizations, the Contractor must submit a "Firm Price" excluding travel and living expenses to the PA when the scope of Work is clearly understood by both parties and no changes are anticipated in the scope of the Work. Where a firm price has been established, the Contractor will be obliged to complete the Work for the specified firm price. The Contractor will be paid its authorized travel and living expenses, reasonably and properly incurred in the performance of the Work, at cost, without any allowance for overhead or profit, in accordance with the meal, private vehicle and incidental allowances specified in Appendices B, C and D of the Treasury Board Travel Directive (<http://www.tbs-sct.gc.ca/hr-rh/gtla-vgcl/>) and with the other provisions of the directive referring to "travelers", rather than those referring to "employees".
- b. Ceiling Price: Task Authorizations, the Contractor may submit a "Ceiling Price" quote excluding travel and living expenses to the PA when the scope of the Work cannot be clearly defined. The term Ceiling Price is the maximum price that is to be paid to the Contractor and beyond which the Contractor will not receive additional compensation for the defined Work and in return for which the Contractor is obligated to complete the Work. No additional funds will be made available. When the "Ceiling Price" approach is used both parties agree prior to the Work authorization that the price is subject to downward revision on completion of the task, based on the actual cost and verification of the actuals. The Contractor will be paid its authorized travel and living expenses, reasonably and properly incurred in the performance of the Work, at cost, without any allowance for overhead or profit, in accordance with the meal, private vehicle and incidental allowances specified in Appendices B, C and D of the Treasury Board Travel Directive (<http://www.tbs-sct.gc.ca/hr-rh/gtla-vgcl/>) and with the other provisions of the directive referring to "travelers", rather than those referring to "employees".
- c. Limitation of Expenditure Price: When it is not possible for the Contractor to submit a "Firm Price" or a "Ceiling Price" as described above, the Contractor may submit a "Limitation of Expenditure" quote.
- d. The "Firm Price", "Ceiling Price" and/or the "Limitation of Expenditure" quote must be based on the rates in Canadian Funds. All proposed prices and cost estimates must be supported by a detailed cost breakdown.
- e. All amounts charged on a "Ceiling price" or "Limitation of Expenditure" basis must be subject to Government audit before or after payment of an invoice.

2.5.2 Task Subject to Limitation of Expenditure

For a task which is subject to a "Limitation of Expenditure" the Contractor must:

- a. monitor the cost of Work and advise the PA and the CA when 75% of the funds authorized for each task have been expended, and provide an estimate with backup support indicating if the remaining 25% will be sufficient to cover the balance of the Work forecasted for the task;
- b. if at any time during the Work it becomes evident to the Contractor that the authorized level of expenditure will be exceeded, the Contractor must immediately submit a written request for a Task Authorization Amendment in accordance with the Contract sub-article entitled "Tasking Procedure";
- c. when expenditures reach the authorized level of the DND 626, the Contractor must stop Work, notify the PA and await further written instructions from the PA and/or CA. Under no circumstances must the authorized level of the DND 626 be exceeded without prior written approval by the PA and/or CA; and
- d. the Contractor must not be obliged to perform any Work or provide any services that would cause the total liability of Canada to be exceeded without the prior written approval of the PA and/or CA in accordance with the Contract article entitled "Limitation of Expenditure".

2.5.3 Task Completion/Closure Procedures

The Contractor must monitor all tasks issued under the Contract. If at any time the Contractor believes that a specific task has been completed or has been inactive for a period of at least one (1) month, the Contractor must proceed as follows to request closure:

- a. The Contractor must determine the final costs to Canada, itemized as necessary for each individual task being considered for closure.
- b. The Contractor must submit a letter to the PA (one copy each to Technical Authority and CA) requesting closure of the task with reference to reports or letters concerning the task as applicable.
- c. In cases where authorized funds were not all expended to complete specific tasks, these funds are considered returned to the Contract funding baseline for re-issuance/re-distribution as necessary.

2.5.4 Consolidation of Task Authorizations for Administrative Purposes

For administrative purposes, the Contract will be amended by the CA from time to time to reflect all Task Authorizations issued and approved to date under the Contract.

2.5.5 Canada's Obligation – Portion of the Work – Task Authorizations

Canada's obligation with respect to the portion of the Work under the Contract that is performed through Task Authorizations is limited to the total amount of the actual authorized tasks performed by the Contractor.

Canada reserves the right, at any time, to acquire the requested Work by other means including by selecting other suppliers. For example, Canada may decide to acquire the requested Work by other means when the Contractor provides a written proposal that has been rejected by Canada.

ANNEX C

Security Requirements Checklist

14 September 2017



SECURITY REQUIREMENTS CHECK LIST (SRCL)
LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE			
1. Originating Government Department or Organization Ministère ou organisme gouvernemental d'origine DND		2. Branch or Directorate / Direction générale ou Direction ADM(Mat)/DGLEPM/DLCSPM	
3. a) Subcontract Number / Numéro du contrat de sous-traitance		3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work - Brève description du travail This contract is intended to provide Cyber Security Engineering and support services			
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?		<input type="checkbox"/> No Non <input checked="" type="checkbox"/> Yes Oui	
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?		<input type="checkbox"/> No Non <input checked="" type="checkbox"/> Yes Oui	
6. Indicate the type of access required - Indiquer le type d'accès requis			
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)		<input type="checkbox"/> No Non <input checked="" type="checkbox"/> Yes Oui	
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p.ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.		<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui	
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciales sans entreposage de nuit?		<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui	
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès			
Canada <input checked="" type="checkbox"/>		NATO / OTAN <input checked="" type="checkbox"/>	
		Foreign / Étranger <input type="checkbox"/>	
7. b) Release restrictions / Restrictions relatives à la diffusion			
No release restrictions Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>		All NATO countries Tous les pays de l'OTAN <input checked="" type="checkbox"/>	
Not releasable À ne pas diffuser <input type="checkbox"/>		No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>	
Restricted to: / Limité à: <input checked="" type="checkbox"/>		Restricted to: / Limité à: <input type="checkbox"/>	
Specify country(ies): / Préciser le(s) pays: CAN/USA		Specify country(ies): / Préciser le(s) pays:	
7. c) Level of information / Niveau d'information			
PROTECTED A PROTÉGÉ A <input checked="" type="checkbox"/>		NATO UNCLASSIFIED NATO NON CLASSIFIÉ <input checked="" type="checkbox"/>	
PROTECTED B PROTÉGÉ B <input checked="" type="checkbox"/>		NATO RESTRICTED NATO DIFFUSION RESTREINTE <input checked="" type="checkbox"/>	
PROTECTED C PROTÉGÉ C <input type="checkbox"/>		NATO CONFIDENTIAL NATO CONFIDENTIEL <input checked="" type="checkbox"/>	
CONFIDENTIAL CONFIDENTIEL <input checked="" type="checkbox"/>		NATO SECRET NATO SECRET <input checked="" type="checkbox"/>	
SECRET SECRET <input checked="" type="checkbox"/>		COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>	
TOP SECRET TRÈS SECRET <input type="checkbox"/>			
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>			
		PROTECTED A PROTÉGÉ A <input type="checkbox"/>	
		PROTECTED B PROTÉGÉ B <input type="checkbox"/>	
		PROTECTED C PROTÉGÉ C <input type="checkbox"/>	
		CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	
		SECRET SECRET <input type="checkbox"/>	
		TOP SECRET TRÈS SECRET <input type="checkbox"/>	
		TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>	



PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?
If Yes, indicate the level of sensitivity:
Dans l'affirmative, indiquer le niveau de sensibilité : ☒ No / Non ☐ Yes / Oui
9. Will the supplier require access to extremely sensitive INFOSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?
Short Title(s) of material / Titre(s) abrégé(s) du matériel : ☒ No / Non ☐ Yes / Oui
Document Number / Numéro du document :

PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis
- | | | | |
|---|---|--|--|
| <input checked="" type="checkbox"/> RELIABILITY STATUS
COTE DE FIABILITÉ | <input type="checkbox"/> CONFIDENTIAL
CONFIDENTIEL | <input checked="" type="checkbox"/> SECRET
SECRET | <input type="checkbox"/> TOP SECRET
TRÈS SECRET |
| <input type="checkbox"/> TOP SECRET - SIGINT
TRÈS SECRET - SIGINT | <input type="checkbox"/> NATO CONFIDENTIAL
NATO CONFIDENTIEL | <input checked="" type="checkbox"/> NATO SECRET
NATO SECRET | <input type="checkbox"/> COSMIC TOP SECRET
COSMIC TRÈS SECRET |
| <input type="checkbox"/> SITE ACCESS
ACCÈS AUX EMPLACEMENTS | | | |
- Special comments: See Security Classification Guide
Commentaires spéciaux :
- NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.
REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? ☐ No / Non ☒ Yes / Oui
If Yes, will unscreened personnel be escorted: *On DND premises, unscreened pers. may only access public/reception zone* ☒ No / Non ☐ Yes / Oui

PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS? ☐ No / Non ☒ Yes / Oui
11. b) Will the supplier be required to safeguard COMSEC information or assets?
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC? ☒ No / Non ☐ Yes / Oui

PRODUCTION

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ? ☒ No / Non ☐ Yes / Oui

INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS? ☐ No / Non ☒ Yes / Oui
11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale? ☒ No / Non ☐ Yes / Oui



PART C (continued) / PARTIE C (suite)

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.

Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.

Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category Catégorie	PROTECTED PROTÉGÉ			CLASSIFIED CLASSIFIÉ			NATO				COMSEC					
	A	B	C	Confidential Confidentiel	Secret	Top Secret Très Secret	NATO Restricted NATO Diffusion Restreinte	NATO Confidential NATO Confidentiel	NATO Secret	COSMIC Top Secret COSMIC Très Secret	Protected Protégé			Confidential Confidentiel	Secret	Top Secret Très Secret
											A	B	C			
Information / Assets Renseignements / Biens	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Production	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IT Media Support TI	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IT Link Lien électronique	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?

☒ No
Non

☐ Yes
Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée.

12. b) Will the document attached to this SRCL be PROTECTED and/or CLASSIFIED?
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?

☒ No
Non

☐ Yes
Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).



Contract Number / Numéro du contrat

W8486-184083

Security Classification / Classification de sécurité

UNCLASSIFIED

PART D - AUTHORIZATION / PARTIE D - AUTORISATION

13. Organization Project Authority / Chargé de projet de l'organisme

Name (print) - Nom (en lettres moulées)

Col Gilbert Blais-Parent

Title - Titre

DLCSPM

Signature

Telephone no. - N° de téléphone

819-939-7672

Facsimile - Télécopieur

N/A

E-mail address - Adresse courriel

GILBERT.BLAIS-PARENT@forces.gc.ca

Date

12 June 2017

14. Organization Security Authority / Responsable de la sécurité de l'organisme

Name (print) - Nom (en lettres moulées)

Sasa Medjovic - DDSO - Industrial Security
Senior Security Analyst

Title - Titre

Signature

Telephone no. - N° de téléphone

Facsimile - Télécopieur

Ref: 815-996-0286

E-mail address - Adresse courriel

E-mail: sasa.medjovic@forces.gc.ca

Date

2017-Aug 31

15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached?

Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?

☐ No
Non

☒ Yes
Oui

16. Procurement Officer / Agent d'approvisionnement

Name (print) - Nom (en lettres moulées)

Justin St Louis

Title - Titre

Procurement Officer,

Signature

Telephone no. - N° de téléphone

819-939-7404

Facsimile - Télécopieur

N/A

E-mail address - Adresse courriel

justin.stlouis@forces.gc.ca

Date

12 June 2017

17. Contracting Security Authority / Autorisé contractante en matière de sécurité

Name (print) - Nom (en lettres moulées)

Title - Titre

Signature

Telephone no. - N° de téléphone

Facsimile - Télécopieur

E-mail address - Adresse courriel

Date

Security Classification / Classification de sécurité

UNCLASSIFIED

UNCLASSIFIED

NOTE: THIS IS A GUIDE ONLY. ONLY PWGSC/CISD SECURITY CLAUSES INCORPORATED INTO THE CONTRACT ARE CONSIDERED LEGALLY BINDING. THIS GUIDE IS FOR THE USE OF THE DND PROJECT/TECHNICAL/SCIENTIFIC AUTHORITY AND PWGSC/CISD. IT SHOULD NOT FORM PART OF THE CONTRACTUAL DOCUMENTATION TO BE DELIVERED TO THE CONTRACTOR.

Security Guide To W8486184083

- Portion of this contract is restricted to citizens of Canada and the United States.
- CLASSIFIED/PROTECTED information and assets exchanged or generated in connection with this procurement will be used, transmitted and safeguarded in accordance with the Government Security Policy and procedures which, for Contractor personnel working on their own sites are contained in the Industrial Security Manual. Contractor personnel working on DND sites shall abide by the National Defence Security Policy (NDSP) and the National Defence Security Instructions (NDSI) as well as any Information Technology publications that may apply. DND Unit Security Supervisors are responsible to brief Contractor employees on these policies and any other security instructions/policies as required. Foreign Contractors will abide by their Governments' national security regulations and/or bilateral agreements MOU.
- Prior to allowing any access to CLASSIFIED/PROTECTED information, assets, or secure premises, confirmation of Contractor personnel's security clearances must be forwarded on a Visit Clearance Request through the International Industrial Security Division (IISD) of Public Works & Government Services Canada (PWGSC) for approval, and bear the name of this contract/project/program/contract number and the Project Officer.
- Contractor personnel requiring access to Controlled Goods must be registered and cleared to the requisite level with the Canadian Industrial Security Directorate – Controlled Goods Program (CGP), prior to being given access to the information or assets.
- There will be a requirement for Contractors to have access to UNCLASSIFIED Military Critical Technical Data controlled in the United States by Department of Defence (DoD) Directive 5230.25 and, in Canada, by the Technical Data Control Regulations. Contractors having access to such information must be certified under the U.S./Canada Joint Certification Program to be eligible to bid on this contract.
- At no time will the Contractor be allowed Information Technology System (ITS) connections to DND without express consent of DND NDHQ Security authorities. Additionally, information gained as a result of or in direct relation to a DND contract shall not be transmitted or otherwise communicated to any other Contractor without DND consent.
- CLASSIFIED/PROTECTED documents and/or assets, which require transmittal between National Defence and the Contractor(s), will be co-ordinated through approved official channels. Sensitive information transactions within Canada may be forwarded directly to the Company Security Officer, or designated alternate. A copy of the document transmittal form **must** be provided to the Document Control Section of the International Industrial Security directorate (IISD), of the Department of Public Works and Government Services Canada (PWGSC) to the following address;

Public Works and Government Services Canada
Canadian and International Industrial Security Directorate
Document Control Section
2745 Iris St.
Ottawa, Ontario (CANADA)
K1A 0S5

However, **foreign** CLASSIFIED/PROTECTED information and/or any sensitive information to be sent to a foreign company must be shipped through Government-to-Government channels via IISD/PWGSC.

UNCLASSIFIED

- Prior to having access to NATO information and assets, Contractor/Sub-contractor personnel must hold a valid NATO Security Clearance and are required to sign a copy of the NATO procedures for safeguarding such information and assets in accordance with the provisions of the North Atlantic Treaty Organization" C-M (2002) 49.
- At no time will the Contractor be allowed Information Technology System (ITS) connections to DND without express consent of DND NDHQ Security authorities. The Internet shall also not be used in a manner that results in a security infraction under DND and CF or Government security policies.
- All CLASSIFIED/PROTECTED documents, reports, systems and/or assets developed and extensions thereto under any tasking relating to this contract shall not be reproduced or divulged/disseminated to a third party without the prior written permission of DND. Improper or unauthorized disclosure of this information may constitute an offence under the Security of Information Act.
- Subcontracts containing security requirements are prohibited without the prior written authority of CISD/PWGSC

DND Personnel:

The DND Contract Security Officer, DPM Secur 3-4 is the contact person for information pertaining to security concerns identified in this procurement.

Industrial Personnel:

The Company Security Officer (CSO) or alternate may contact CISD/PWGSC for information pertaining to security concerns identified in this procurement. Foreign suppliers shall direct security related inquiries to their responsible National Security Authority/Designated Security Authority (NSA/DSA) and shall adhere to instructions issued by their responsible NSA/DSA.

Security Requirements Checklist (SRCL) Supplemental Security Guide

Cyber Security Engineering & Support Services Contract

Part A - Multiple Release Restrictions: Security Guide							
To be completed in addition to SRCL question 7.b) when release restrictions are therein identified. Indicate to which levels of information release restrictions apply. Make note in the chart if a level of information bears multiple restrictions (e.g. a portion of the SECRET information bears the caveat Canadian Eyes Only while the remainder of the SECRET information has no release restrictions.)							
Canadian Information							
Citizenship Restriction	PROTECTED			CLASSIFIED			
	A	B	C	CONFIDENTIAL	SECRET	TOP SECRET	TOP SECRET (SIGINT)
No Release Restrictions	X	X					
Not Releasable							
Restricted to: CAN/US				X	X		
Permanent Residents Included*							
NATO Information							
Citizenship Restriction	NATO UNCLASSIFIED		NATO RESTRICTED	NATO CONFIDENTIAL	NATO SECRET	COSMIC TOP SECRET	
All NATO Countries	X		X	X	X		
Restricted to:							
Permanent Residents Included*							
Foreign Information							
Citizenship Restriction	PROTECTED			CLASSIFIED			
	A	B	C	CONFIDENTIAL	SECRET	TOP SECRET	TOP SECRET (SIGINT)
No Release Restrictions							
Restricted to :							
Permanent Residents Included*							
COMSEC Information							
Citizenship Restriction	PROTECTED			CLASSIFIED			
	A	B	C	CONFIDENTIAL	SECRET	TOP SECRET	TOP SECRET (SIGINT)
Not Releasable							
Restricted to: CAN/US							
DND ONLY Embedded Contractor (Access to Controlled Goods)							
Restriction							
SECRET clearance with CEO applies							

*When release restrictions are indicated, specify if permanent residents are allowed to be included.

Security Requirement Checklist (SRCL) Supplemental Security Guide

Cyber Security Engineering & Support Services Contract

Part B - Multiple Levels of Personnel Screening: Security Classification Guide <small>To be completed in addition to SRCL question 10.a) when multiple levels of personnel screening are therein identified. Indicate which personnel screening levels are required for which portions of the work/access involved in the contract.</small>			
Level of Personnel Clearance (e.g. Reliability, Secret)	Position / Description/Task	Access to sites and/or information. Levels of Information to be accessed.	Citizenship Restriction (if any)
Secret	Core Management Work	Secret	
Secret	Core Engineering Work	Secret	Can/US
Secret/ <i>Nato secret</i> Reliability	Task Work	Secret	Can/US
		Access to Operational Zone to perform admin or janitorial work without access to classified information	

SM

Part C – Safeguards / Information Technology (IT) Media – 11d = yes IT security requirements must be specified in a separate technical document and submitted with the SRCL

OTHER SECURITY INSTRUCTIONS

This support contract is has both core work and task based work. Resources identified in the PMP and SEMP perform the core work. Each task will dictate what labour category(ies) are required and the security requirements for the personnel/work to be performed under the task. Tasks are issued as required and will not be known until the requirement arises. There will be multiple tasks open at the same time. .

The Work/personnel that are called up under a task (and/or information, equipment, etc for those tasks/activities) against this contract may have security restrictions, including security levels (e.g. Secret).

Note 1: The CGP requirements must be met.

**Land C4ISR Cyber Security Engineering Support
Contract (CSESC)**

ANNEX D

Industrial and Technological Benefits (ITB)

Terms and Conditions

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Appendices:

- A VP Commitments and Transactions
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- D IF business plan - template

1. DEFINITIONS

- 1.1. Defined terms not otherwise defined in this document have the meaning given to them in the Contract. For the purpose of these ITB Terms and Conditions, unless the context otherwise requires, the following definitions apply:
- 1.1.1. **“Achievement Period”** means the period commencing on 09 February 2017 and ending seven (7) years after the Effective Date of the Contract;
- 1.1.2. **“Allowable Investment”** – For cash contributions, an Allowable Investment means a payment to, or a purchase of non-controlling common or preferred shares of, a Canadian Company. It does not include either the purchase of debentures or a repayable loan. For in-kind contributions, an Allowable Investment means a license for Intellectual Property (authorization to use the licensed material); equipment (equipment, software or systems to develop new or improved goods or services); knowledge transfer (lending of an employee to provide technical or managerial know-how); or, marketing and sales support (lending of an employee to undertake marketing/sales activities and share market intelligence; or, a license for brand or trademarks);
- 1.1.3. **“Canadian Company”** means a commercial enterprise that is incorporated pursuant to the laws of Canada and which has ongoing business activities in Canada;
- 1.1.4. **“Capitalization”** means the total value of a company's issued shares plus the value associated with instruments which can be converted into shares. For publicly traded companies, this is equal to the total number of issued shares multiplied by the market price plus the equity portion of any derivative instrument according to Canadian generally accepted accounting principles. For privately held companies, this is equal to the total number of issued shares multiplied by the most recent price at which they were sold plus the equity portion of any derivative instrument according to Canadian generally accepted accounting principles;
- 1.1.5. **“Commercialization Activity”** means a process through which economic value is extracted from knowledge through the production and sale of new or significantly improved goods and services. It can also include advertising, sales promotion and other marketing activities. Specific commercialization activities consist of: business and market planning; project feasibility studies; identifying customer needs; market engagement and testing; profitability analysis and financing; and, launch advertising;
- 1.1.6. **“Commitment(s)”** means the Contractor’s specific undertakings related to its Value Proposition (VP) activities, its Plans and its Transactions, as referenced in Appendix A;

- 1.1.7. **“Credit”** means the amount attributed to a Transaction, measured in Canadian content value (CCV), that has been achieved in whole or in part, as confirmed by written notice from the ITB Authority. All Transactions are subject to annual reporting and verification before Credit is awarded;
- 1.1.8. **“Cyber Security Market Segment”** means activities that include the design, integration and implementation of solutions that secure information and communications networks. This involves the development of tools and the integration of systems and processes related to information security: the practice of defending electronic and digital data and information from unauthorized access/intrusion, use, disclosure, disruption, modification, perusal, inspection, recording or destruction; IT security: secure content and threat management (endpoint, messaging, network, web, cloud), security, vulnerability and risk management, identity and access management and other products (e.g. encryption/tokenization toolkits and security product verification testing), and education, training services and situational awareness; or operational technology (OT) security: monitoring, measuring and protecting industrial automation, industrial process control and related systems. This also could involve tools and processes that permit hardening of tactical systems or broader networks, encryption, cyber forensics, incident response, and behaviour/threat detection analytics.
- 1.1.9. **“Designated Regions of Canada”** means the following regions which have been designated by the government of Canada for socio-economic purposes: the Atlantic Region (consisting of the provinces of Newfoundland and Labrador, Prince Edward Island, New Brunswick and Nova Scotia); the Quebec Region (consisting of the province of Quebec); the Northern Ontario Region (consisting of that part of the province of Ontario north of and including Nipissing and Parry Sound Districts); the Southern Ontario Region (consisting of that part of the province of Ontario south of Nipissing and Parry Sound Districts); the Western Region (consisting of the provinces of Manitoba, Alberta, Saskatchewan, and British Columbia); and, the Northern Region (consisting of the territories of Yukon, Northwest Territories and Nunavut);
- 1.1.10. **“Direct Transaction”** means a Transaction that is entered into for the performance of any part of the Work (as detailed in *(insert location of Project SOW and activities)*);
- 1.1.11. **“Eligible Donor”** means the parent corporation of the Contractor, and all of the parent’s subsidiaries, divisions and subdivisions; and, the Contractor’s Tier-One suppliers related to the performance of the Work, their respective parent corporations and all of the parent’s subsidiaries, divisions and subdivisions. See Article 8.1.4.
- 1.1.12. **“Grouped Transaction”** means a Direct Transaction that has more than one Recipient. Grouped Transactions will only include activities involving Canadian

suppliers with similar characteristics of product, size and/or region, specify regional and Small and Medium Business content, and will have a total Canadian content value (CCV) of not more than 10 percent of the Obligation contained in Article 3.1.1;

- 1.1.13. **“Indirect Transaction”** means a Transaction that is entered into for a business activity not related to the performance of any part of the Work under this Contract;
- 1.1.14. **“In-Kind Valuation”** means a valuation report, which is satisfactory to the ITB Authority, provided by a qualified party who possesses a professional designation related to business valuation or similar area of expertise. Valuation reports will contain (a) a statement from the qualified party regarding its expertise and adherence with the standards of its professional designation; and (b) a detailed valuation of the proposed in-kind contribution, including supporting assumptions. The Contractor or Eligible Donor will assume all costs associated with obtaining the In-Kind Valuation report;
- 1.1.15. **“Intellectual Property” or “IP”** means, for the purposes of these Terms and Conditions, all patents, inventions, trade-marks, copyrights, industrial designs, trade secrets, technical information and other intellectual property belonging to or licensed to a company;
- 1.1.16. **“ITB Authority”** means the Minister of Innovation, Science and Economic Development or any other person designated by that Minister to act on the Minister's behalf. The ITB Authority is responsible for evaluating, accepting, monitoring, verifying and crediting ITB, and for assessing the Contractor's ITB performance under these Terms and Conditions;
- 1.1.17. **“Obligation”** means each of the contractual Obligations that the Contractor must meet, as set forth in Article 3, which are collectively referred to as the Obligations;
- 1.1.18. **“Overachievement”** means the amount by which the Contractor's Credits, awarded on a Transaction during the Achievement Period, are greater than the original value for that Transaction;
- 1.1.19. **“Plans”** means the Plans prepared by the Contractor, that is the company business plan, the ITB management plan, the regional development plan, and the small and medium business development plan, all dated XXX and all bearing reference number XXX;
- 1.1.20. **“Post-Secondary Institution”** means an institution or other organizational entity in Canada involved in developing and delivering formal education activities and in awarding academic credentials to people for whom the normal entrance requirement is high school completion. The institution should be available to the

general public, be recognized by a province or the Canada Student Loans Program, and offer programs leading to degrees and diplomas that are recognized by the academic community in Canada;

- 1.1.21. **“Proposal”** means the proposal submitted by the Contractor on (*date*) bearing reference number (xxx);
- 1.1.22. **“Public Research Institution”** means a federal or provincial organization in Canada that: is engaged in research, research training and related activities in Canada; has as its primary goals the conduct of research, peer review, and the dissemination of results by way of publication, technology transfer or training; and, is funded primarily from public resources and has established processes, systems, procedures and controls to ensure achievement of public objectives;
- 1.1.23. **“Recipient”** means the Canadian Company or organization that receives, from the Contractor or an Eligible Donor, the commercial or business activity described in a Transaction.
- 1.1.24. **“Reporting Period”** means each twelve month period within the Achievement Period upon which the Contractor’s annual reporting will be based. Notwithstanding the foregoing, the first Reporting Period may include more than 12 months in that it commences on the first day of the Achievement Period and ends on the last day of the twelfth month after the Effective Date of the Contract. Subsequent Reporting Periods will follow in consecutive twelve month periods until one year after the end of the Achievement Period;
- 1.1.25. **“Research and Development (R&D) Activity”** means a scientific investigation that explores the development of new goods and services, new inputs into production, new methods of producing goods and services, or new ways of operating and managing organizations, within the Cyber Security Market Segment as described in Article 1.1.8. Specific R&D Activities consist of: standard test/measurement/analysis; test/measurement/analysis report; specific thermo-mechanical analysis methodology development projects; product/process design/engineering; customized product/process/ technology development project; related evaluation and feasibility studies; applied research projects for new product concepts, new technology platforms and new test/measurement/analysis; basic scientific research for creating better understanding and insights in new phenomena; research to advance scientific knowledge with or without a specific practical application in view; and, support work in engineering, design, operations research, mathematical analysis, computer programming, data collection, testing or research. R&D Activities exclude any work defined as a Direct Transaction, including but not limited to Technical Investigation and Engineering Support (TIES);
- 1.1.26. **“Semi-processed Goods”** means goods converted from their natural state of a raw material through the use of a specialized process into a state of readiness for

use or assembly into a final product;

1.1.27. **“Shortfall”** means the amount by which the Contractor’s Credits, awarded on a Transaction during the Achievement Period, are less than the original value for that Transaction;

1.1.28. **“Small and Medium Business” or “SMB”** means a Canadian Company with fewer than 250 full-time personnel as of the date of entering into a Transaction. Agents and distributors of foreign goods and services, as well as subsidiaries of the Contractor or an Eligible Donor on any contract with IRB/ITB obligations, do not qualify as SMB;

1.1.29. **“Tier One Supplier”** means a company that performs a specific portion of the Work directly for the Contractor, producing or servicing a major subassembly or major component that is installed or used in the platform or system being procured under this Contract;

1.1.30. **“Transaction”** means a commercial or business activity involving the Contractor or an Eligible Donor and a Recipient, that is carried out by means of a contract, sales agreement, license agreement, letter of agreement or other similar instrument in writing, and which has an identified dollar value. A Transaction meets all eligibility criteria, aligns with the Terms and Conditions with respect to valuation and Transaction types, and has been formally accepted as such in writing by the ITB Authority;

1.1.31. **“Value Proposition” or “VP”** means the portion of Commitments and Transactions, along with any other information, which was submitted in the Proposal at the time of the Bid; and,

1.1.32. **“World Product Mandate”** means a purchase of goods or services from a Canadian Company where there is a long term supplier relationship between the Contractor or an Eligible Donor and the Canadian Company, pursuant to which the Canadian Company has been legally authorized to carry out and has sole responsibility for specific activities, including the design, development, manufacture and marketing related to the supply of products, components, modules or services destined for domestic and world markets.

2. CANADA’S ITB OBJECTIVES

2.1. Canada has responsibility to set in place programs and policies which ensure Canada’s significant investments in defence-related goods and services generate economic benefit to Canada that has long-term and high-value impacts on Canadian industry, and to establish ITB objectives which include:

2.1.1. the economic development and long-term sustainment of Canada’s Defence

Sector, by maximizing the amount of business activities in Canada involving work directly on the procurement and work in the Defence Sector more broadly;

- 2.1.2. increased productivity and competitiveness among Canadian-based suppliers, through meaningful opportunities for growth and supply chain integration into major global systems suppliers;
- 2.1.3. strengthened innovation and R&D in Canada, that positions Canadian Companies to move up the value chain, capture market opportunities and benefit from subsequent commercialization opportunities;
- 2.1.4. Canadian Company success in tapping traditional and non-traditional export markets that have been leveraged from the Project, sharing in long-term jobs and growth;
- 2.1.5. encouraging the participation of Canadian Companies in the Designated Regions of Canada, assisting with long-term quality improvements to their capability, capacity, international competitiveness and growth potential; and,
- 2.1.6. encouraging the participation of Canadian SMB as suppliers on major federal procurements and to increase their competitiveness and export market access.

3. STATEMENT OF OBLIGATIONS

3.1. The Contractor will by the end of the Achievement Period:

- 3.1.1. Achieve not less than 100 percent (*or the total value of all Transactions identified in the Contractor's Proposal, whichever is higher*) of the Contract Price in CCV as Transactions, as specified in Appendix A, as updated from time to time.
- 3.1.2. Achieve the following Value Proposition Commitments:
 - 3.1.2.1. Achieve not less than xx percent of the Contract Price (*to be inserted from the Contractor's Proposal and not less than 70 percent*) in CCV as Direct Transactions;
 - 3.1.2.2. Achieve not less than xx percent of the Contract Price (*to be inserted from the Contractor's Proposal and not less than 1 percent*) in CCV as Transactions involving Research and Development Activities, specifically:
 - 3.1.2.2.1. Achieve not less than xx percent of the Contract Price (*to be inserted from the Contractor's Proposal*) in CCV as Transactions involving Research and Development Activities with Canadian Companies.

- 3.1.2.2.2. Achieve not less than xx percent of the Contract Price (*to be inserted from the Contractor's Proposal*) in CCV as Transactions involving Research and Development Activities with Post-Secondary Institutions or Public Research Institutions;
- 3.1.2.3. Achieve not less than xx percent of the Contract Price (*to be inserted from the Contractor's Proposal and not less than 5 percent*) in CCV for Small and Medium Business Transactions.
- 3.1.3. Achieve Transactions in the Designated Regions of Canada, as specified in Appendix A and representing no less than the following:

[Note: Percentages below are calculated based on: CCV of Transactions identified in Proposal, divided by the Contract Price at the time of Contract award. The percentages will not change over the life of the Contract, but their corresponding dollar value may change if there are changes to the Contract Price.]

 - 3.1.3.1. Atlantic Region: xx percent;
 - 3.1.3.2. Quebec Region: xx percent;
 - 3.1.3.3. Northern Ontario Region: xx percent;
 - 3.1.3.4. Southern Ontario Region: xx percent;
 - 3.1.3.5. Western Region: xx percent; and
 - 3.1.3.6. Northern Region: xx percent.
- 3.1.4. Submit to the ITB Authority proposed new Transactions along the following timeline:
 - 3.1.4.1. At one (1) year following the Effective Date of Contract, such that the cumulative total of Transactions is not less than 60 percent of the Contract Price, including any exercised options, measured in CCV; and,
 - 3.1.4.2. At three (3) years following the Effective Date of Contract, and for each additional contract option year exercised, such that the cumulative total of Transactions is not less than 100 percent of the Contract Price, including any exercised options, measured in CCV.
- 3.1.5. Carry out each and every Transaction as set out in the Transaction list attached at Appendix A, as amended from time to time.
- 3.1.6. The Contractor must achieve its Value Proposition Obligations in Articles 3.1.2 on the following timeline:
 - 3.1.6.1. At two (2) years following the date of the Contract award such that the cumulative achievements against Value Proposition Obligations total not

less than 35 percent of total Value Proposition Obligations.

3.1.6.2. At four (4) years following the date of the Contract award such that the cumulative achievements against Value Proposition Obligations total not less than 75 percent of total Value Proposition Obligations.

3.1.6.3. By the end of the Achievement Period such that the cumulative achievements against Value Proposition Obligations total not less than 100 percent of total Value Proposition Obligations.

3.2. The Contractor will submit to the ITB Authority, through the Contracting Authority, annual reports describing the performance achieved during each Reporting Period. These reports will be submitted sixty (60) calendar days after the end of each Reporting Period. The Contractor will use the format and electronic template provided by the ITB Authority, as outlined in Article 4 (Annual Reporting).

3.2.1. As evidence of the achievement of the Obligations and compliance with the *Lobbying Act*, the Contractor will provide, appended to the annual report, a certificate of compliance, in the form provided in Appendix C, signed by the senior company Comptroller in respect of the Transactions for which there was activity in that Reporting Period. This certificate of compliance also applies to those achievements and activities of Eligible Donors.

4. ANNUAL REPORTING

4.1. Each annual report will consist of five parts, as outlined below, using the template attached in Appendix C.

4.1.1. Part A must include:

4.1.1.1. Overview and status of the work on the Project:

- A high level overview of the work performed on the Project during the Reporting Period, including major highlights and schedule changes.

4.1.1.2. Progress Payments:

- A list of all the progress payment claims that have been submitted to the Contracting Authority for Work completed since the Effective Date of the Contract, broken down by Reporting Period and including the amount, date submitted and payment status.

4.1.1.3. Plans:

- A description of any substantive changes to the Plans, including changes to company officials responsible for administering the Obligation.

4.1.1.4. Value Proposition Overview:

- A detailed overview of each of the Contractor's VP Commitments, the

related activities during the Reporting Period and a cumulative summary of the achievement status of each.

4.1.2. Part B must include, for each Transaction being reported:

4.1.2.1. An update on any changes to details, such as the CCV percentage or Recipient contact information;

4.1.2.2. A description of significant achievements and activities, particularly those associated with Transactions involving multipliers; and

4.1.2.3. A description of any delays, problems or achievement Shortfalls, along with a plan of action to resolve them.

4.1.3. Part C must include, for each Transaction being reported:

4.1.3.1. The CCV of the achievements claimed for the current Reporting Period.

4.1.4. Part D must include, for each Transaction reported:

4.1.4.1. The CCV of the achievements claimed to date in all the Reporting Periods since the beginning of the Achievement Period.

4.1.5. Part E must include:

4.1.5.1. SMB and regional development activities:

- Overview and highlights of activities undertaken during the Reporting Period;

4.1.5.2. New, changed or cancelled Transactions:

- A list of Transactions which have been cancelled, added or substantially altered during the Reporting Period with the approval of the ITB Authority, and their status vis-à-vis Contract amendment; and

4.1.5.3. A certificate of compliance related to the Contractor's achievements and compliance with the *Lobbying Act*, signed by the senior company comptroller in respect of the Transactions for which there was activity in that Reporting Period. This certificate of compliance also covers all achievements of Eligible Donors.

5. CONTRACT PRICE CHANGES

5.1. In the event that the Contract Price is increased or decreased, the Contractor's Obligations in Article 3.1 will correspondingly be either increased or decreased.

5.2. If the Contract Price increases after the third year following the Effective Date of the

Contract, the Contractor will submit to the ITB Authority Transactions valued at 100 percent of the increase, measured in CCV, within one (1) year of the date of the increase.

6. OVERACHIEVEMENT OF COMMITMENTS

- 6.1. The Contractor may achieve Credits for any Transaction in excess of its original value. When an Overachievement occurs, it may be applied against a Shortfall on another Transaction in this Contract or towards meeting the identification milestones in Article 3, as long as the relevant regional, SMB and VP Commitments are achieved. Applying an Overachievement requires the prior written approval of the ITB Authority.

7. TRANSACTION TYPES

- 7.1. Transactions may be Direct Transactions or Indirect Transactions.
- 7.2. Transactions may involve the purchase of goods or services from a Canadian supplier. These Transactions are valued for Credit by calculating the CCV of the purchases, in accordance with Article 9.
- 7.2.1. SMB Transactions: A Transaction where an SMB is the Recipient, and the SMB's product or service has a CCV of at least seventy (70) percent, will have its Credit awarded as follows:
- 7.2.1.1. the portion of the Transaction's CCV that is equal to or less than \$1,000,000 will be deemed to have 100 percent CCV for reporting and verification purposes;
- 7.2.1.2. any portion of the Transaction's CCV that is over \$1,000,000 will use the actual CCV as calculated using Article 9.
- 7.2.2. World Product Mandate: When an Indirect Transaction involves a World Product Mandate and where the CCV of the product is verified to be seventy (70) percent or greater, the CCV will be deemed to be 100 percent for reporting and verification purposes.
- 7.3. Transactions may also involve Allowable Investments within Canada.
- 7.3.1. The full CCV of any Allowable Investment Transaction, including both the initial investment and any multiplied or future sales Credits, are part of the Obligations. If the Contractor fails to achieve an Allowable Investment Transaction, the full CCV of this Obligation at the multiplied value will be made up with other Transactions, as detailed in Article 15, Transaction alterations.
- 7.3.2. The specific requirements and Credit valuation approaches for different types of Allowable Investment Transactions are outlined below.

7.3.3. Post-Secondary and Public Research Institution Transactions

7.3.3.1. A Transaction involving a contribution to a Post-Secondary or Public Research Institution will receive a Credit multiplier of five (5) if it involves: a cash contribution to a Post-Secondary Institution for research or the establishment of research chairs; a contribution to advanced technology skill development at a Post-Secondary Institution; or, collaborative research undertaken with a Public Research Institution.

7.3.4. Consortium Transactions

7.3.4.1. A Transaction may involve an Allowable Investment to a consortium, which meets the following membership criteria:

- the Contractor or an Eligible Donor;
- a minimum of one (1) Canadian Company, and;
- a minimum of one (1) Post-Secondary Institution or Public Research Institution.

7.3.4.2. Valuation for Credit purposes:

7.3.4.2.1. An initial value will be calculated, and will be the sum of the following:

- the value of cash contributions from the Contractor or an Eligible Donor to the consortium; and, the value of cash contributions from other consortium members, up to a maximum value equal to that of the contribution of the Contractor or an Eligible Donor, which have been leveraged by the Contractor or Eligible Donor's participation in the consortium. The Contractor or Eligible Donor will demonstrate how its involvement contributed to the contributions of the other consortium members.

7.3.4.2.2. Once the initial value is established, it will be multiplied by five (5).

7.3.4.2.3. The value of any in-kind contributions would then be added, based on an In-Kind Valuation. In-kind contributions to a consortium are not eligible for the Credit multiplier.

7.3.4.2.4. The following will not be eligible for Credit:

- Any contribution made to the consortium by Post-Secondary Institutions or Public Research Institutions; and
- Any contribution made directly into the consortium by any level of government.

7.3.4.3. Other Criteria

7.3.4.3.1. The combined total investment of non-Canadian Companies in the consortium will not exceed fifty (50) percent of the total investment in the consortium.

7.3.4.3.2. In cases where an Eligible Donor participates in the same consortium as the Contractor, separate transaction sheets will be submitted that describe the Contractor's and the Eligible Donor's individual contributions to the consortium. The Contractor and the Eligible Donor may only claim the Credits associated with the contributions that each has made or leveraged into the consortium.

7.3.5. Investment framework (IF) Transactions

7.3.5.1. A Transaction may involve a long-term and innovation-related contribution made directly to a Canadian SMB. IF Transactions will meet the following criteria:

- must be linked to Research and Development (R&D) Activities and/or Commercialization Activities in Canada;
- must be undertaken by the Contractor or an Eligible Donor with a Canadian SMB. For the purposes of the IF Transaction, the Contractor/Eligible Donor and Recipient cannot be the same company;
- must meet the Transaction eligibility criteria, as outlined in Article 8;
- must be an Allowable Investment;
- must have a duration of at least five (5) continuous years, beginning at the date the investment is made; and,
- A business plan must be submitted to the ITB Authority, substantially in the form attached in Appendix D.

7.3.5.2. Credit valuation:

- Allowable Investments made in cash will be valued based on the actual amount of money that has been invested. In-kind investments will be subject to an In-Kind Valuation.
- The following Credit multipliers will be applied to the value of the Allowable Investment:

- Cash for R&D Activities or license for IP – nine (9)
- Cash to purchase, or in-kind transfer of, equipment – seven (7)
- In-kind transfer of knowledge and/or marketing/sales support – four (4)

7.3.5.2.1. The total issued Credits associated with an IF Transaction will not exceed twenty-five (25) percent of the Obligation, specified in Article 3.1.1.

7.3.5.3. Timeline for Credit award:

- 50 percent of Credits will be awarded once the Allowable Investment is made according to the business plan, then reported to and verified by the ITB Authority. The remaining 50 percent of Credits will be apportioned over the remaining years of the Transaction, as annual reporting requirements are achieved.
- The entire investment must remain with the SMB for at least five (5) continuous years and be used for the purposes outlined in the business plan in order for Credit to be awarded each year.

7.3.6. General investments

7.3.6.1. Transactions may take the form of a general Allowable Investment to a Canadian Company for its business purposes.

7.3.6.2. Valuation for Credit purposes:

7.3.6.2.1. Credit is based on the CCV of future sales achieved by the Recipient as a result of the Allowable Investment.

- Eligible future sales are limited to work that is not associated with this Contract and to work that is not counted for Industrial and Regional Benefits (IRB) or ITB credit on any other contract or agreement.
- Eligible future sales will be pro-rated by multiplying the resulting future sales by the ratio of the Contractor's Allowable Investment in the Recipient, relative to either: i) the Recipient's Capitalization at the time the investment was made (in cases of purchase of non-controlling shares); or ii) the combined total contributions made by all parties in the activity (in all other cases).

7.3.6.2.2. In the case of a cash Allowable Investment, the value of the

Allowable Investment itself will also be credited, once the Recipient's future sales achievement surpasses the amount of the Allowable Investment.

7.3.6.3. In the case of an in-kind Allowable Investment, the value of reasonable transfer costs, as determined by the ITB Authority, will be credited once the Recipient's future sales achievement surpasses the amount of the costs. Reasonable transfer costs include training and infrastructure set-up to exploit the technology. The value of the in-kind Allowable Investment itself will not be credited.

7.3.6.4. The Allowable Investment will remain with the Canadian Company for a minimum of three (3) years, starting from the date the investment is placed with the Recipient. Failure to do so will result in the immediate deduction of all Credits for the Transaction.

7.3.6.5. The capital associated with the purchase of a Canadian Company that is considered a "going concern" is not an Allowable Investment for ITB Credit. If the investment is for a Canadian Company that is insolvent, or has initiated, or had initiated in respect of it, any proceeding seeking relief under any bankruptcy or insolvency law, or similar law affecting creditors' rights, then the investment can be considered for ITB purposes.

7.3.6.6. General Allowable Investments will be assessed as to whether they:

- 7.3.6.6.1. help provide a capability that does not already exist in Canada;
- 7.3.6.6.2. develop joint ventures with Canadian Companies that contribute to their long-term viability and increase sales; and,
- 7.3.6.6.3. do not result in overcapacity, shutdowns of existing companies or losses of prospective sales by existing companies in Canada.

7.3.6.7. In-kind contributions related to technology and skills transfer will involve technology and skills that are proprietary, current, complete and exploitable, with all required permits and assistance, sufficient to allow the Recipient to participate in the design, development and manufacture of products or processes and exploit domestic and foreign markets. The Contractor or Eligible Donor will make available, upon request by the ITB Authority, any licensing agreement with the Recipient.

7.3.7. Venture Capital Fund (VCF) Transactions

7.3.7.1. VCF Transactions involve those instances where the Contractor or an

Eligible Donor provides funds to a VCF. A VCF is a pooled group of investments directed at assisting the growth of Canadian small businesses and is managed by an unrelated third party.

7.3.7.2. VCF criteria:

- A VCF is any organization which manages investments, such as but not limited to banks, trust companies, venture capital funds, and investment companies. A VCF must be both registered to do business as such and managed in Canada.
- A high percentage of a chosen VCF's investment activity will be with small businesses involved in the development, manufacture or commercialization of advanced technology products or services in one or more of the following sectors:
 - Life sciences (biotechnology, medical devices and pharmaceuticals);
 - Health;
 - Advanced materials;
 - Advanced manufacturing;
 - Environment;
 - Information and communications technologies; and,
 - Aerospace and defence.
- Canadian small businesses receiving the VCF investment will be privately held and have 50 employees or less in service based industries or 100 employees or less in manufacturing based industries at the commencement of the investment. In the event that a small business decides to make an initial public offering, no further Credit will be granted by the ITB Authority for that company within the VCF Transaction.
- Initial investments by the VCF manager, including co-investments, in eligible small businesses will not exceed \$1,000,000.

7.3.7.3. Valuation for Credit purposes:

- The Credit multiplier for VCF investments is five (5). Credit may be claimed for the initial contribution once the Contractor or Eligible Donor deposits it to the VCF. Credit for the remaining multiples may be claimed when the VCF manager assigns the funds to a Canadian small business as defined above.
- The VCF funds must remain with the Recipient for a minimum of three (3) years, starting from the date the funds are placed. Failure to do so will result in the immediate deduction of all Credits for the Transaction.

- The multiplied Credit related to VCF investments will not exceed 5 percent of the Obligation value in Article 3.1.1.

8. TRANSACTION ELIGIBILITY CRITERIA

8.1. Each proposed Transaction is assessed by the ITB Authority against all of the eligibility criteria outlined below:

8.1.1. **Causality** - each Transaction must be one which was brought about by either the Contractor or an Eligible Donor, due in part to a current or anticipated ITB or Industrial and Regional Benefit (IRB) obligation to Canada. It will not be one which probably would have been entered into if an obligation had not existed or been anticipated. Causality may be demonstrated to a specific project or more broadly to a company's obligations in general.

8.1.1.1. The Contractor or an Eligible Donor must demonstrate causality by providing a detailed statement on causality using the space provided in the transaction sheet template attached at Appendix B. The statement will outline the steps and timelines involved in its decision about a business activity and clearly show the link between the steps and decision on that business activity and Canada's IRB/ITB policy.

8.1.1.2. The Contractor or an Eligible Donor must also provide evidence that will certify causality, in support of its detailed statement referred to in Article 8.1.1.1. A certification template is found in Appendix B.

8.1.2. **Timing** - Transactions will be implemented within the Achievement Period.

8.1.2.1. Transactions that are identified after the Effective Date of the Contract must only involve work occurring after the date that the Transaction was proposed to the ITB Authority.

8.1.3. **Incrementality** – Transactions will involve new work in Canada.

8.1.3.1. Should an Indirect Transaction involve the purchase of goods or services from an existing Canadian supplier to the Contractor or an Eligible Donor, the incremental method of calculating the Credits will apply, as follows:

○ A three-year average of previous purchases is calculated, based on the three years immediately preceding the date that the Transaction was proposed to the ITB Authority; and,

○ Credit will be awarded only for the amounts which exceed the three year average, in each of the Reporting Periods.

8.1.3.2. The incremental method of calculation outlined in Article 8.1.3.1 does **not** apply in cases where the product or service being purchased in the Transaction:

- involves a Direct Transaction;
- is substantially different than what was previously purchased;
- involves a different end use (market sale, application, etc) for what was previously purchased; or,
- follows a competitive process to re-select the Canadian supplier.

8.1.3.3. The Contractor or an Eligible Donor will demonstrate incrementality by providing a statement on incrementality for every proposed Indirect Transaction, using the template attached at Appendix B. The Contractor or an Eligible Donor will also provide supporting evidence of incrementality as indicated in the template.

8.1.4. **Eligible Donor** - Transactions will be undertaken by the Contractor or an Eligible Donor.

8.1.4.1. For proposed Eligible Donors that are Canadian Companies with less than 500 employees, the Canadian Company will certify that it understands and has the capacity to undertake Obligations with respect to this Contract. Capacity includes factors such as: company size, product offerings, market conditions, corporate ownership, management processes, and level of Canadian content. A certification template is attached in Appendix B. For Transactions proposed after the Effective Date of the Contract, Contractors must clearly demonstrate that the Canadian Company has the capacity to undertake ITB Obligations with respect to this Contract and the ITB Authority may seek additional information confirming Canadian Company capacity.

8.1.4.2. The Contractor, and not the Eligible Donors, will be fully responsible to Canada for all Obligations related to this Contract, regardless of any subcontracting arrangements with Eligible Donors.

8.1.4.3. The Contractor shall include in the subcontract with each Eligible Donor the consents, authorities and approvals that it requires to meet its obligations under these Terms and Conditions.

8.1.4.4. A list of approved Eligible Donors for the Contract is found in Article 23.

8.1.5. **Other Eligibility Criteria** –

8.1.5.1. Transaction Recipient – Transactions will have one Recipient, unless it is a Grouped Transaction. Government organizations cannot be Recipients,

unless it is a Public Research Institution.

8.1.5.2. Level of Technology – Indirect Transactions will involve a level of technology that is the same or higher than that of the Project, with applications in Canadian advanced technology industries.

8.1.5.3. CCV – Indirect Transactions will have a CCV of no less than 30 percent of the total value of the Transaction.

8.1.5.4. Alignment with policy features – Transactions will comply with any specific criteria and valuation features outlined within these Terms and Conditions.

8.2. The ITB Authority will assess eligibility prior to a proposed Transaction becoming an Obligation in the Contract. Contractors should note that all Transactions are subject to annual reporting and verification before Credits are confirmed.

8.3. Failure to provide the information and certifications outlined in the above articles may result in a proposed Transaction being rejected. Further, the provision of this information and certification should not be seen as limiting the discretion of the ITB Authority in any decisions related to the eligibility of proposed Transactions.

9. CANADIAN CONTENT VALUE (CCV)

9.1. CCV is that portion of the value of a product or service that involves Canadian costs. For the purposes of valuing Transactions and their associated Credits, only the CCV of a Canadian Company's product or service is counted. The CCV of a Transaction is determined by using either the net selling price method or the cost aggregate method.

9.1.1. Net selling price method: This method is used when a product or service included in a Transaction has a substantiated selling price. This method of calculating CCV is as follows:

9.1.1.1. Begin with the total selling price of the product or service;

9.1.1.2. Minus the applicable customs duties, excise taxes, Goods and Services Taxes (GST), Harmonized Sales Taxes (HST) and all provincial sales taxes; and,

9.1.1.3. Minus any ineligible costs, as detailed in Article 9.2.

9.1.1.4. The remaining value is the CCV.

9.1.2. Cost aggregate method: This method is used where a product or service contained in a Transaction cannot be assigned a substantiated selling price (i.e. in-house production). This method of calculating CCV is the aggregate of the following items:

- 9.1.2.1. the cost of parts produced in Canada and the cost of materials, to the extent that they are of Canadian origin, that are incorporated in the product in the factory of the manufacturer in Canada;
- 9.1.2.2. the cost of parts or materials of Canadian origin, in that they have been exported from Canada and subsequently imported into Canada as parts or finished goods;
- 9.1.2.3. transportation costs, including insurance charges, incurred in transporting parts and materials from a Canadian supplier or frontier port of entry to the factory of the manufacturer in Canada for incorporation in the product, to the extent that such costs are not included in the foregoing paragraph; and
- 9.1.2.4. such part of the following costs, as are reasonably attributable to the production or implementation of the product, service or activity:
 - wages and salaries paid for direct and indirect production and non-production labour, paid to employees residing and working in Canada, who are Canadians or permanent residents, as defined in the *Immigration and Refugee Protection Act 2001*, c.27;
 - materials of Canadian origin used in the work but not incorporated in the final products;
 - utilities paid in Canada, such as light, heat, power and water;
 - workers compensation, employment insurance and group insurance premiums, pension contributions and similar expenses incurred with respect to wages and salaries of Canadians or permanent residents referred to above;
 - taxes on land and buildings in Canada;
 - fire and other insurance premiums relative to the production plant, its equipment and production inventories, paid to a company authorized by the laws of Canada or any province to carry on business in Canada or such province;
 - rental for factory or office premises in Canada paid to a registered owner in Canada;
 - maintenance and repairs that are executed in Canada to buildings, machinery and equipment used for production purposes;
 - tools, dies, jigs, fixtures and other similar plant equipment items of a non-

permanent nature that have been designed, developed or manufactured in Canada;

- engineering and professional services, experimental work and product or process development work executed and completed in Canada by Canadians or permanent residents;
- Research and Development Activities performed in Canada;
- miscellaneous factory and office expenses paid in Canada, such as: administrative and general expenses; depreciation with respect to production machinery and permanent plant equipment and the installation costs of such machinery and equipment; and, a capital allowance not exceeding five (5) percent of the total capital outlay incurred for buildings in Canada owned by the producer of the work;
- travel expenses, including Canadian carriers, accommodations and meals, for travel by Canadians or permanent residents that are specifically associated with Direct Transactions in the Contract;
- fees paid for services performed by Canadians or permanent residents in Canada not elsewhere specified; and
- pre-tax net profit upon which Canadian taxes are paid or are payable.

9.2. Costs or business activities that are ineligible for Credit:

- 9.2.1. the value of materials, labour and services imported into Canada;
- 9.2.2. in the case of an Indirect Transaction, the value of raw materials and Semi-processed Goods exported from Canada;
- 9.2.3. the value of any remuneration, living costs, travel expenses and relocation costs paid to non-Canadians for work on the Project;
- 9.2.4. the amount of all Excise Taxes, Import Duties, Federal and Provincial Sales Taxes, Goods and Services Taxes, Harmonized Sales Taxes and other duties;
- 9.2.5. the value of any royalties and license fees paid by the Contractor or an Eligible Donor to a person, company or entity outside of Canada;
- 9.2.6. the value of goods and services with respect to which Credits have been received or are being claimed by the Contractor or an Eligible Donor as a Transaction to Canada under any other obligation or agreement;
- 9.2.7. any proposal or bid preparations costs;

- 9.2.8. all transportation or travel costs not covered under Articles 9.1.2.3 or 9.1.2.4;
- 9.2.9. the cost of government furnished equipment (equipment supplied by Canada to be used in the production process; for example, tooling, jigs, dies, production equipment);
- 9.2.10. license fees paid by the Recipient and any on-going royalty payments;
- 9.2.11. Transactions claimed by a Contractor that pertain to its influence or that of an Eligible Donor over any country's purchasing agent/department;
- 9.2.12. interest costs associated with letters of credit or other financial instruments to support Transactions;
- 9.2.13. fees paid to lobbyists (as per the *Lobbying Act*); and
- 9.2.14. fees paid to third-party consultants or agents for work related to obtaining Credit against this Contract. This includes, but is not limited to: providing advice on the ITB/IRB policy; preparation of proposed Transactions and/or reports; representing the interests of the Contractor to the ITB Authority; and/or searching for potential Recipients.

10. STRATEGIC PLANS

- 10.1. Contractors are encouraged to address their ITB obligations in a strategic manner, considering how the Contractor's broad corporate plans and vision for Canada might translate in Transactions.
- 10.2. At the discretion of the ITB Authority, Contractors that hold IRB/ITB obligations in Canada may be asked to submit a strategic plan to the ITB Authority and to meet to review, discuss and/or update it.
- 10.3. The Contractor's strategic plan would include:
 - 10.3.1. A description of the Contractor's broad corporate plans and overarching strategic vision for Canada over the medium-term (3-5 years) and long-term (5+ years);
 - 10.3.2. How these corporate plans and vision may translate into Transactions;
 - 10.3.3. An overview of the Contractor's current and anticipated obligations to Canada; and,
 - 10.3.4. ITB partnerships with Eligible Donors and major suppliers.

11. POOLING

- 11.1. Pooling refers to the act of splitting the Credits achieved on a single Transaction and applying each portion to one of two or more obligations.
- 11.2. Pooled Transactions must meet the following criteria:
 - 11.2.1. meet all of the Transaction eligibility criteria as described in Article 8;
 - 11.2.2. have a value of not less than \$50 million, measured in CCV; and
 - 11.2.3. have strategic and long term impacts on the Recipient, including but not limited to: R&D support; first purchase of innovative Canadian technologies; World Product Mandate; global value chain activities; consortia activities; Small and Medium Business activities; and/or technology advancement.
- 11.3. The Contractor must describe and document how any proposed transaction for pooling meets the criteria in Article 11.2.
- 11.4. A portion of a pooled Transaction may be applied to this Contract. The Contractor will report on the pooled Transaction through the annual reporting process and schedule agreed to with the ITB Authority at the time of pooled Transaction approval.
- 11.5. If a portion of a pooled Transaction originates in the bank and Credits have already been confirmed, the value of those Credits will transfer to this Contract, if the Eligible Donor criterion is met. In addition, any uncredited Transaction value, measured in CCV, will also be transferred to the Contract and be subject to the annual reporting and verification processes and the remedies in these Terms and Conditions.
- 11.6. Pooling guidelines are available on the ITB Website (www.canada.ca/itb).

12. BANKING

- 12.1. The Contractor may apply bank transactions to this Contract up to a total value of 50 percent of the Obligation cited in Article 3.1.1, measured in CCV.
- 12.2. Any bank transaction applied to this Contract, or portion thereof, will clearly state that it originated from the bank and be the same in description and details as the approved bank transaction. The bank transaction must meet the Eligible Donor criteria outlined in Article 8.1.4.
- 12.3. The Contractor may submit bank overachievements to the bank arising from Transactions in this Contract. For the purposes of banking, a bank overachievement is the amount of Credit achieved that exceeds the Obligation in Article 3.1.1 and where the Contractor has:
 - 12.3.1. Completed its Obligations in Article 3.1.1 through 3.1.3 on the Contract, before the end of the Achievement Period;

- 12.3.2. elected to continue business activities on selected Transactions and to continue its annual reporting process until the end of the Achievement Period; and,
- 12.3.3. applied to bank, within one (1) year after the final notification of Credits from the ITB Authority, those overachieved portions of the selected Transactions.
- 12.3.4. Apply to bank only those bank overachievements that:
 - 12.3.4.1. Were achieved between the date of early completion of the Obligations and the end date of the Achievement Period.
 - 12.3.4.2. Reflect the achievement of all portions of a pooled Transaction (if applicable).
- 12.4. With respect to any bank transaction involving a bank overachievement, the bank account holder is deemed to be the donor for the purposes of assessing the Eligible Donor criteria.
- 12.5. A bank transaction involving a bank overachievement, or any portion thereof, is not eligible to be re-banked at a later date as part of a subsequent bank overachievement.
- 12.6. Trading and/or transfer between companies of bank transactions is not permitted.
- 12.7. Banking guidelines are available on the ITB Website (www.canada.ca/itb).

13. PUBLIC COMMUNICATIONS

- 13.1. The Contractor, its Eligible Donors and/or Recipients are encouraged to be as transparent as possible regarding the Obligations, Commitments and specific Transactions, making them publicly available whenever possible.
- 13.2. The Contractor and the ITB Authority will jointly coordinate public communications related to the Transactions. The two parties will also collaborate to identify success stories associated with specific Transactions.
- 13.3. The Contractor consents to public announcements regarding the Project, made by or on behalf of the ITB Authority, which are related to Obligations, Commitments and Transactions. These announcements would include company names, general descriptions of the work being proposed and approximations of CCV. In these cases, the ITB Authority will make all reasonable efforts to ensure that the Contractor has the opportunity to participate in the announcement and/or the preparation of any related materials. The Contractor will obtain a similar consent from each of the Eligible Donors and Recipients.
- 13.4. The Contractor consents to allow the ITB Authority to publish and openly disclose the Contractor's track record in fulfilling its Obligations, in a manner that respects

commercial confidentiality.

- 13.5. For all other public communications regarding the Transactions, drafts of announcements and their publication schedule will be delivered by either party to the other as soon as is reasonably possible, but in any event prior to the proposed release date. Each party will make every effort to inform the other, and seek resolution of, any objections to the content or timing of a proposed announcement.
- 13.6. Nothing in this Article will be interpreted as preventing the fulfillment by any company involved in an Obligation or Transaction of its reporting obligations under applicable securities laws.

14. INFORMATION MANAGEMENT

- 14.1. It is understood and agreed that the Contractor will submit corporate and transactional business information to the ITB Authority in the implementation of these Terms and Conditions and/or through a strategic plan, some of which may contain information that is sensitive and confidential to the Contractor. The ITB Authority will ensure, to the best of its ability, that this information is protected, stored and used according to the Government of Canada's information management and security guidelines.
- 14.2. The Contractor agrees that the overall, aggregate information related to Obligations, Transactions and Credits is considered by the ITB Authority to be information available to Parliament and the public.
- 14.3. Subject to all applicable federal laws and processes, such as the *Access to Information Act*, the *Privacy Act* and the *Library and Archives of Canada Act*, the ITB Authority will not release or disclose outside the Government of Canada any of the Contractor's commercially confidential business information.
 - 14.3.1. Data may be used by the ITB Authority for internal policy analysis purposes. Certain relevant information may also be shared, subject to applicable laws and processes, with other government organizations and agencies with whom the ITB Authority collaborates in the administration of the ITB policy.

15. TRANSACTION ALTERATIONS

- 15.1. The Contractor will not alter the Transactions listed in Appendix A unless:
 - 15.1.1. the Contractor has submitted a proposal to the ITB Authority through the Contracting Authority, with respect to the alteration; and
 - 15.1.2. the ITB Authority through the Contracting Authority has given written approval to the Contractor and requested the Contracting Authority to amend the Contract accordingly.

- 15.2. The Contractor may propose alterations to or substitutions for any of the Transaction(s) listed in Appendix A, and the ITB Authority may accept these requests provided that in the judgment of the ITB Authority:
- 15.2.1. the circumstances requiring the change are exceptional and likely to result in undue hardship upon the Contractor if a change is not made;
 - 15.2.2. the Obligations in Article 3 of these Terms and Conditions are maintained;
 - 15.2.3. the proposed alterations or substitutions meet the eligibility criteria stated in these Terms and Conditions;
 - 15.2.4. the proposed substitute Transaction is not less than the Transaction to be replaced as to the level of technological sophistication of the work to be performed, the CCV, and the extent to which it meets the original Value Proposition Proposal submitted by the Contractor in its bid submission. For greater clarity, a Transaction in one VP evaluation criteria area must be replaced by a new Transaction under the same VP evaluation criteria area; and,
 - 15.2.5. the proposed substitute Transaction would not have lowered the Contractor's VP score as determined in the original selection process.
- 15.3. Mutual Abatement and Trading
- 15.3.1. Mutual Abatement is the reduction of the Contractor's Obligation in exchange for the reduction of a Canadian Company's obligations to a foreign offset authority and is not permitted. Trading of Obligations, or of Credits, is also not permitted.
- 15.4. If, during the term of the Contract, a change in the Work is initiated by Canada which results in the Contractor no longer being able to source from a Canadian Company and, as a consequence, Obligations may not be met, the Contractor will immediately notify the ITB Authority through the Contracting Authority. The Contractor will fully describe the issue and provide all supporting data, including a complete record of attempts to purchase from Canadian sources and Canadian suppliers' responses, together with an analysis of specific technical, commercial or other factors which result in the inability to source from a Canadian Company. In such instances, the Obligations shall be reduced to the extent the CCV associated with the change differs from the CCV of the original Work. Notwithstanding the foregoing, the Obligation in Article 3.1.1 will remain.

16. VERIFICATION AND ACCESS TO RECORDS

- 16.1. The Contractor will implement the procedures and practices as described in the ITB Management Plan.
- 16.2. The Contractor will keep proper records and all documentation relating to the Transactions attached to this Contract, including invoices and proof of payments. The

Contractor will not, without the prior written consent of the ITB Authority, dispose of any such records or documentation until the expiration of two (2) years after final payment under this Contract, until settlement of all outstanding claims and disputes, or the end of the Achievement Period, whichever is later.

- 16.3. All such records and documentation will, during the aforementioned retention period, be open to verification, inspection and examination by the ITB Authority, through access at reasonable times, and within sixty (60) calendar days of being notified by the ITB Authority. The Contractor will obtain similar undertakings in the subcontracts of all Eligible Donors and arrange for the same in respect of work performed by such Eligible Donors for which ITB Credits are claimed.
- 16.4. Where, subsequent to the verification action taken pursuant to this Article, the ITB Authority determines that the records are insufficient to verify the Contractor's achievements in respect of any ITB Obligation or Commitment, the Contractor will provide such additional information as may be required by the ITB Authority.
- 16.5. Where it cannot be verified that a Transaction has been achieved as claimed, that portion of the Transaction which cannot be verified will be considered as not having been achieved and the ITB Authority will give notice to the Contractor of the Shortfall through the Contracting Authority.
- 16.6. If the ITB Authority determines that a significant deficiency in the Contractor's achievements exists such that the ITB Authority believes that the Contractor will not meet its Obligations, the ITB Authority may give, through the Contracting Authority, notice to the Contractor and request the Contractor to submit a proposal showing how the Contractor plans to correct the deficiency. The Contractor will submit its proposal within sixty (60) calendar days of receipt of such notice. If the proposal is not provided within this time period or is not acceptable to the ITB Authority, the ITB Authority may request the Contracting Authority to terminate the Contract.

17. CONFLICT RESOLUTION

- 17.1. The ITB Authority and the Contractor acknowledge that they have entered into a long-term relationship, with the goal that the Contractor achieves the Obligations and Commitments stated herein, delivers long-term economic benefits to Canada and carries out these Terms and Conditions.
- 17.2. Guiding this long-term relationship are common values and approaches, such as mutual accountability, open communication, mutual respect and effective collaboration. The relationship will involve officials at the project level (i.e. ITB and contract managers) and at the management level (i.e. Departmental and Executive officials). Discussions will be frequent and ongoing over the life of the Contract.
- 17.3. In the event that a disagreement arises between the ITB Authority and the Contractor regarding an ITB matter, each party will bring their concerns forward to the other for

discussion and resolution. Parties are encouraged to raise concerns first at the project level. Should discussions at the project level fail to resolve the issue, the parties are then encouraged to engage at the management level. If these discussions fail to reach a satisfactory resolution, either party is then free to make use of the broader dispute resolution process outlined in Article [XX] of the Contract.

18. REMEDIES

18.1. The long-term relationship between the Contractor and ITB Authority is supported by several processes aimed at promoting regular, ongoing engagement between the two parties. These processes include the Transaction identification schedule outlined in Article 3 and the annual reporting process outlined in Article 4. Taken together, these and other monitoring measures are aimed at encouraging positive engagement, use of best practices and the successful completion of the Contractor's Obligations in this Contract.

18.2. Notwithstanding the terms of this Contract that provide remedies in the event of default by the Contractor, one or more of the following remedies may be exercised in the event of default under these Terms and Conditions. Some or all remedies may apply, but combined will not exceed 10 percent of the overall Contract Price. In the event of a default by the Contractor of its obligations pursuant to these Terms and Conditions, the remedies contained in this Article are in addition to, and not in substitution for, any remedies provided elsewhere in the Contract.

18.3. Holdback/Stop Payment

18.3.1. If the Contractor has failed to meet any of its Obligations contained in Article 3.1.4 and 3.1.6 the ITB Authority will notify the Contractor in writing, through the Contracting Authority, of such deficiency and Canada may apply a holdback (the Holdback) from any claim for payment then due or payable under the Contract.

18.3.2. With respect to the Holdback, a cure period of sixty (60) calendar days (the Cure Period), beginning on the date of notification to the Contractor by the ITB Authority, will apply before the Holdback takes effect.

18.3.2.1. Within the Cure Period, the Contractor may take corrective action by providing to the ITB Authority a corrective action plan to remedy the deficiency. If the plan is accepted by the ITB Authority, no Holdback will be made.

18.3.2.2. If, after the Cure Period, the plan has not been delivered, or if delivered, has not been accepted pursuant to Article 18.3.2.1, then the following amounts of subsequent claims for payment will be withheld:

- For Obligations contained in Article 3.1.2, the Holdback will be equal to 20 percent of each deficiency; and

- For all other Obligations, the Holdback will be equal to 10 percent of the greatest deficiency.

18.3.2.3. The Holdback will accrue until it reaches the amount of the deficiency, or until the Contractor submits a plan that is approved by the ITB Authority, whichever occurs first.

18.3.3. The Holdback will be released progressively as the deficiency is extinguished. During the Holdback period, the ITB Authority will confirm the amount of Credits achieved and/or Transactions identified within a reasonable amount of time from when the claims or proposed Transactions are submitted by the Contractor. The corresponding amount of the Holdback will be released when the next payment under the Contract is made.

18.4. Liquidated Damages

18.4.1. If the Contractor fails to achieve any of the Obligations in Article 3.1.1, 3.1.3, and/or 3.1.5 by the end of the Achievement Period, after taking into account the provisions of Article 6, Canada may in its sole discretion elect to require the Contractor to pay to Canada as liquidated damages 10 percent of the total deficiency, less the amount of any Holdback.

18.4.1.1. In the event that a deficiency is comprised of more than one of the Obligations in Articles 3.1.1., 3.1.3, and 3.1.5, the Contractor will be liable only for the deficiency that arises under the Obligation that results in the highest liquidated damages.

18.4.2. If the Contractor fails achieve any of the VP Obligations in Article 3.1.2 by the end of the Achievement Period, after taking into account the provisions of Article 6, Canada may in its sole discretion require the Contractor to pay to Canada as liquidated damages 20 percent of the total deficiency, less the amount of any Holdback.

18.4.2.1. In the event that a deficiency is comprised of more than one of the Obligations in Articles 3.1.2 the Contractor will be liable in respect to Article 18.4.2 under all deficiencies on an additive basis.

18.4.3. The obligation of the Contractor to pay liquidated damages, if such obligation exists, pursuant to Article 18.4.1 or 18.4.2, will be triggered by notice by either the Minister or the Deputy Minister of Public Works and Government Services to the Contractor, stating that the Contractor is in default under the Contract for failure to achieve the identified Obligations within the Achievement Period and that Canada is demanding payment of liquidated damages in accordance with this Article.

18.5. Contract Termination

18.5.1. Default by the Contractor - In the event that this Contract is terminated for default pursuant to Section **X** of General Conditions **Y**, the ITB Authority will notify the Contractor, and the Contractor will identify Transactions within 6 months of the date of termination equal to 100 percent of the value of Contract Price.

18.5.1.1. The Contractor will then, within 60 days of the date of termination, in its sole discretion, elect either:

- To take action to achieve all identified Transactions with 1 year; or,
- To pay Canada as liquidated damages the amount calculated in accordance with Article 18.4, less the amount of any Holdback, after taking into account the provisions of Article 6.

18.5.1.2. For the purposes of Article 18.5.1.1, the amount of liquidated damages shall be calculated on the basis of the Contract Price. If the Contractor fails to identify the Transactions within the time period in Article 18.5.1, then the requirement to pay liquidated damages as set out in Article 18.5.1.1 shall apply.

18.5.1.3. The parties agree that Canada's right under Section **X** of General Conditions **Y** to terminate the Contract for default shall not apply to a failure to meet the Contractor's Obligations under these Terms and Conditions, unless the Contractor fails or neglects, within sixty (60) days of the ITB Authority's demand to do so, to satisfy any of the material Obligations listed below:

- Pay the liquidated damages amounts required by Article 18.4; and
- Satisfy its VP Obligations described in Article 3.1.2.

18.5.1.4. The Parties agree that: the obligations contained in Article 18.5.1.3 constitute material obligations under the Contract; and, the obligations contained in Article 18.5.1.1 shall survive termination of the Contract.

18.5.2. Termination for Convenience - In the event that this Contract is terminated for convenience pursuant to Section **X** of General Conditions **Y**, the Contractor will have no further obligations and liabilities under these Terms and Conditions,, including any liabilities arising from VP Obligations. In the event of partial termination of the Contract under Section **X** of General Conditions **Y**, the Contractor will be released from the terminated portions of the Obligations and from the provisions of Article 3 as it relates to such terminated portions.

18.6. Letter of Credit

18.6.1. In the event that the Contractor has not completed its Obligations at the time of completing the Work under the Contract and being entitled to receipt of the final progress payment from Canada, the Contractor may be required to provide to Canada a guarantee for completion of the Obligations prior to the expiration of the Achievement Period in the form of a letter of credit. The letter of credit will be in the amount of monies that would be owing by way of liquidated damages should the Contractor not achieve any further Credits after the date of the final progress payment.

18.6.2. The letter of credit will be:

- issued by a financial institution which is a member of the Canadian Payment Association;
- in form and substance satisfactory to the ITB Authority;
- solely at the cost of the Contractor;
- abated as set forth below;
- unconditional and irrevocable; and,
- subject to the Uniform Customs and Practice for Documentary Credits, as set out in Publication No. 600, July 2007.

18.6.3. The letter of credit will remain in force until the earliest of:

- the achievement of the Obligations; and
- six months following the submission of the ensuing final annual report at which time the letter of credit will be abated in full and will be returned by Canada to the Contractor. Provided that, if the Obligations have not been achieved, Canada will draw down on the letter of credit in the amount of the outstanding Obligations prior to returning it to the Contractor.

18.6.4. The obligation of the financial institution to pay under the letter of credit will be triggered by notice executed by the Contracting Authority to the issuing bank, stating that the Contractor is in default under the Contract for failure to achieve the Obligations within the Achievement Period, that Canada has made a demand by notice for payment of liquidated damages in accordance with the liquidated damages articles and that the Contractor has failed to pay Canada such liquidated damages. No other event will trigger payment under the letter of credit.

- 18.7. The Contracting Authority in accordance with this Article, will have the right to holdback, drawback, deduct and set off from and against the monies owing at any time by Canada to the Contractor, any amounts owing under this Contract.
- 18.8. Nothing in this Article will be interpreted as limiting the rights and remedies which the Contracting Authority may otherwise have in relation to any breach of the Contract by the Contractor.

- 18.9. Actual damages which would be sustained by Canada in the event of a breach by the Contractor of the Obligations in this Contract would be commercially impracticable or extremely difficult to compute or ascertain and, therefore, the provisions for liquidated damages are agreed to be a fair and reasonable best estimate of such actual damages, and the manner provided herein for the enforcement and collection of liquidated damages is agreed to be fair and reasonable.

19. CHANGES TO THE PLANS

- 19.1. The Contractor may propose revisions to the Plans. Any proposed revisions must be agreed to by the ITB Authority in writing. Revisions will be made by administrative amendment, executed by the Contracting Authority.

20. RESPONSIBILITIES OF THE PARTIES

- 20.1. The award of this Contract to the Contractor resulted from a procurement process in which the Contractor committed to fulfill the Obligations set out in Article 3, Statement of Obligations.
- 20.2. It is the responsibility of the Contractor to ensure that it can complete the Transactions and that these are not limited by applicable laws, regulations, policies or standards.

21. COMPLIANCE WITH THE *LOBBYING ACT*

- 21.1. The Contractor represents, warrants and undertakes that it and the Eligible Donors are and will remain in compliance with Canada's *Lobbying Act* with respect to these Terms and Conditions.

22. CONTINGENCY AND/OR SUCCESS FEES

- 22.1. The Contractor represents warrants and undertakes that neither it nor an Eligible Donor will make or agree to make any payment to an individual, company or entity that is contingent on the approval of Credit by the ITB Authority under these Terms and Conditions or upon the entity's success in arranging meetings with public office holders.
- 22.2. The ITB Authority acknowledges that the Contractor, for the purposes of making the representation and warranties in Articles 21.1 and 22.1 on behalf of the Eligible Donors, has relied on a representation provided by each of them to it.

23. LIST OF APPROVED ELIGIBLE DONORS

- 23.1. The Eligible Donors to this Contract include the companies and coordinates listed below:

[List to be included at contract award]

APPENDIX A - VALUE PROPOSITION COMMITMENTS, PLANS AND TRANSACTIONS

Value Proposition Commitments – to be referenced from Contractor’s Proposal.

Plans – to be referenced from Contractor’s Proposal

Transactions – a detailed list and tabular chart to be attached, based on the Contractor’s Proposal and then updated throughout the Achievement Period.

Transaction # and Version	Title	Description	Donor	Recipient	CCV\$
					<i>Sub-totals for direct, indirect, regional, SMB and VP criteria</i>

APPENDIX B –TEMPLATE – TRANSACTION SHEET

(Electronic copy available on ITB website)

Industrial and Technological Benefits (ITB) Transaction Sheet

*Please complete the yellow highlighted areas.

Section 1: Transaction overview

Transaction title and number:

Date of submission to ITB Authority:

Tranche (1, 2, or 3):

Section 2: Contractor information

Canadian procurement project:

Company name:

ITB contact name:

Email:

Telephone:

Address:

City:

Province/state:

Country:

Postal/zip code:

Section 3: Donor information

Company name:

ITB contact name:

Email:

Telephone:

Address:

City:

Province/state:

Country:

Postal/zip code:

Description of core capabilities:

Tier level:

Number of employees:

Section 4: Recipient information

Company name:

ITB contact name:

Email:

Telephone:
Address:
City:
Province:
Country:
Postal code:
Description of core capabilities:
Description of transaction quality and impact on recipient:
Number of employees:
Small- and medium-sized business?
Tier level:

Section 5: Valuation and time phasing								
Total of transaction OR initial investment (as applicable):								
Multiplier (if applicable):								
Canadian Content Value (CCV) % of recipient:								
Estimated future sales (if applicable):								
CCV \$ of transaction:								
Commitment schedule:								
Period	Total CCV	SMB	Atlantic	Quebec	Ontario	N. Ontario	West	North
1								
2								
3								

Section 6: Transaction details		
Direct:		
Indirect:		
Pooled:		
Banked:		
Description of transaction:		
Value Proposition (VP) Activity:		
<input type="radio"/> Yes <input type="radio"/> No		
Direct:	<input type="radio"/> Yes	<input type="radio"/> No
R&D with Canadian Company:	<input type="radio"/> Yes	<input type="radio"/> No
R&D with Post-Secondary	<input type="radio"/> Yes	<input type="radio"/> No

Institutions or Public Research Institutions		
Small and Medium Business:	<input type="radio"/> Yes	<input type="radio"/> No
Justification for VP classification:		
Activity Type:		
Activity type:	<input type="radio"/> Consortium <input type="radio"/> Investment Framework <input type="radio"/> General investment – cash <input type="radio"/> General investment – in kind <input type="radio"/> Post-secondary investment <input type="radio"/> Purchase <input type="radio"/> Venture Capital Fund (VCF)	
NAICS categorizing type of business activity	Primary NAICS:	
	Secondary NAICS (optional):	
	Tertiary NAICS (optional):	
Section 6: Transaction details (Continued)		
Business activity type (Check ONE that applies best):		
Defence		
<input type="radio"/> Ammunition and Other Munitions <input type="radio"/> Missies and Rockets <input type="radio"/> Firearm and Other Weapons <input type="radio"/> Military Systems Deployed in Space, Space Launch Vehicles, Land-based Systems for the Operation, Command and Control of Space Launch Vehicles or Systems Deployed in Space and Related Components <input type="radio"/> Primarily Airborne Electro-Optical, Radar, Sonar and Other Sensor/Information Collection Systems, Fire Control, Warning and Countermeasures Systems and Related Components <input type="radio"/> Primarily Land-Based or Man-Portable Electro-Optical, Radar, Sonar and Other Sensor/Information Collection Systems; Fire Control, Warning and Countermeasures Systems and Related Components <input type="radio"/> Primarily Airborne Communications and Navigation Systems, and Other Information Systems (Including Processing and Dissemination), Software, Electronics and Components <input type="radio"/> Primarily Land-Based, Man-Portable or Non-Platform Specific Communications and Navigation Systems; and Other Information Systems (Including Processing and Dissemination), Software, Electronics and Components	<input type="radio"/> Naval Ship-Borne Mission Systems and Components <input type="radio"/> Naval Ships' Structural Elements, Platform Systems, Parts, & Components (EXCLUDES: Ship-borne Naval Mission Systems) <input type="radio"/> New Naval Vessels Constructed by Shipyards, and Naval Conversions <input type="radio"/> Naval Ship Maintenance, Repair and Overhaul <input type="radio"/> Combat Vehicles and Components <input type="radio"/> Combat Vehicles Maintenance, Repair & Overhaul <input type="radio"/> Military Aircraft Maintenance, Repair & Overhaul Services <input type="radio"/> Aircraft Fabrication, Structures and Components <input type="radio"/> Unmanned Aerial Systems/Vehicles (UAS/V) and Components <input type="radio"/> Simulation Systems for Aircraft <input type="radio"/> Simulation Systems for Naval Vessels <input type="radio"/> Simulation Systems for Land Vehicles or Other Applications <input type="radio"/> Military Training Services-Live, Virtual and Constructive (LVC) <input type="radio"/> Military Personal Protective Equipment, Load Carriage Systems and Operational Clothing	
	<input type="radio"/> Other (Please specify):	
Civil Aerospace		

<ul style="list-style-type: none"> ○ Aircraft (Fixed-Wing, Tilt, and Rotorcraft) ○ Aircraft Structures and Components ○ Unmanned Aerial Systems/Vehicles (UAS/V) ○ Landing Gear Systems and Components ○ Aircraft Propulsion Systems and Components ○ Airborne Avionics and Electronics Systems and Components ○ Simulation Equipment Systems and Components 	<ul style="list-style-type: none"> ○ Maintenance, Repair and Overhaul Services ○ Commercial Systems Deployed in Space, Space Launch Vehicles, Land-based Systems for the Operation, Command and Control of Space Launch Vehicles or Systems Deployed in Space, and Related Components ○ Government Non-Military Systems Deployed in Space, Space Launch Vehicles, Land-based Systems for the Operation, Command and Control of Space Launch Vehicles or Systems Deployed in Space and Related Components
	<ul style="list-style-type: none"> ○ Other Civil Aerospace (Please specify):
Civil and Commercial Marine	
<ul style="list-style-type: none"> ○ Shipbuilding, Ship Hulls and Structural Components ○ Ship Propulsion Systems, Electrical Power Systems and Related Components ○ Ship-borne Software, Sensors, Electronics, Navigation Systems, and Equipment Control Systems and Components ○ Ship Repair and Maintenance Services ○ Ship Design, Engineering and Related Professional Services 	<ul style="list-style-type: none"> ○ Offshore Oil and Gas Structures and Components ○ Marine Sciences and Ocean Technology (Other Acoustic, Radar, Sonar, Communication, Surveying, Mapping, Imaging and Geomatics Equipment, Components and Services) ○ Unmanned Marine Vehicles, Manned Sub-Surface Vehicles and Marine Robotics and Components
	<ul style="list-style-type: none"> ○ Other (Please specify):
Investment Framework (if applicable):	
Allowable investment types:	
<ul style="list-style-type: none"> ○ Cash grant ○ Cash purchase of shares ○ Licence for brand or trademark ○ Licence for IP ○ Loan of employee for marketing/sales support 	<ul style="list-style-type: none"> ○ Loan of employee for technical/managerial support ○ Transfer of equipment ○ Transfer of software ○ Transfer of systems
Type of R&D/commercialization activity:	
Business plan:	
Valuation documentation included:	

Section 7: Consortium member (if applicable)
Company name:
ITB contact name:
Email:
Telephone:
Address:
City:
Province/state:
Country:
Postal/zip code:

Section 8: Eligibility criteria
--

Causality:
Timing:
Incrementality:
Eligible donor:

Section 9: Other
Government assistance or participation in transaction:
CCV overview:
Level of technology:

Section 10: Signatures	
By signing below, the undersigned party, as a representative of (<i>donor company</i>), attests that the information included in and attached to this document is complete and accurate to the best of our knowledge, and can be relied upon by the ITB Authority for the purposes of compliance monitoring.	
Signature	
Name, Company, and Title	Date

Protected B (when completed)

**CERTIFICATE OF CAUSALITY -
INDUSTRIAL AND TECHNOLOGICAL BENEFITS (ITB)**

WHEREAS the ITB policy requires that, as evidence of causality, the Contractor shall provide a detailed statement on causality and submit a signed certificate of causality as supporting evidence to the ITB Authority;

NOW THEREFORE, I _____, in my capacity as a senior officer of the (*donor company*), do hereby declare and certify as follows:

- i) I
am aware of the meaning of causality, as outlined in the Terms and Conditions;
- ii) T
he information contained in the transaction sheet(s) appended herewith provides a detailed statement on causality, which outlines the steps and timelines involved in the decision about a procurement or investment activity and which clearly shows the link between the steps and decision on a business activity and Canada's ITB or IRB policy;
- iii) T
he information contained in the transaction sheet(s) noted below and appended herewith, is to the best of our knowledge and ability complete, true and accurate;
- iv) F
ailure to provide a detailed statement on causality and this certificate may result in the proposed Transaction being rejected pursuant to the Terms and Conditions. Provision of this causality information should not be seen as limiting the discretion of the ITB Authority in decisions related to the eligibility of specific Transactions submitted for approval.

IN WITNESS THEREOF THIS CERTIFICATE OF CAUSALITY HAS BEEN SIGNED THIS _____ DAY OF _____ BY THE SENIOR OFFICER WHO IS DULY AUTHORIZED IN THAT BEHALF.

SIGNATURE

NAME AND TITLE OF SENIOR OFFICER

AT: _____

Project and Transaction number(s): _____

Title(s): _____

Recipient Company(ies): _____

INCREMENTALITY CHECKLIST

For Indirect Transactions, complete this checklist and attach supporting documentation

Incremental work is the purchase of a good or service that represents new or additional purchases from a Canadian supplier. These new or additional purchases may take various forms. They may involve:	Please check the appropriate box and attach documents as indicated:
i) purchase of a new product or service from a new Canadian supplier on an Indirect Transaction	<input type="checkbox"/> Written statement attesting the Canadian Recipient is a new supplier + Purchase Order (or PO equivalent if the order has not taken place)
ii) purchase of a new product or service from an existing Canadian supplier on an Indirect Transaction	<input type="checkbox"/> Written statement attesting the product/service has not previously been purchased + Purchase Order (or PO equivalent if the order has not taken place)
iii) purchase of an existing product or service from an existing Canadian supplier on an Indirect Transaction, but which involves a new application or end use of the product (see example below)	<input type="checkbox"/> Written statement detailing the new application or end use of the product/service + New part number (where applicable) + Purchase Order (or PO equivalent if the order has not taken place)
iv) purchase of an existing product or service from an existing Canadian supplier on an Indirect Transaction, but where there has been a new competitive process to re-select the supplier	<input type="checkbox"/> Written statement detailing the Request for Quote (or equivalent) proving a new competition has taken place + Purchase Order (or PO equivalent if the order has not taken place)
v) purchase of an existing product or service from an existing Canadian supplier on an Indirect Transaction, but where none of the above circumstances apply. (in these cases, a three-year average of previous purchases will be calculated, based on the three years immediately preceding the date of identification of the Transaction to the ITB Authority, and Credit may be awarded on those purchase amounts which exceed the three year average, in each of the ensuing Reporting Periods)	<input type="checkbox"/> Written statement detailing the three-year average calculation
vi) other: _____	<input type="checkbox"/> Written statement detailing the activity + other evidence
<i>An example of a new application or end use: The</i>	

Contractor has previously purchased military tripods from a Canadian supplier that mount to Gun A for sale to Country A. The new application or end use could be the purchase of the same military tripods from the Canadian supplier, but instead of mounting to Gun A for sale to Country A, they are mounted to Gun A for sale to Country B, or they are mounted to Gun B for sale to Country B.

The ITB Authority at its discretion will determine if the proposed Transaction is incremental taking the information provided into account.

**CERTIFICATE OF ELIGIBLE DONOR
INDUSTRIAL AND TECHNOLOGICAL BENEFITS (ITB)**

WHEREAS the ITB policy requires Transactions be undertaken by an Eligible Donor, as outlined in the Terms and Conditions;

AND WHEREAS, the ITB policy requires that when a proposed Eligible Donor is a Canadian Company with less than 500 employees, it has the capacity to undertake Obligations with respect to this Contract;

NOW THEREFORE, I _____, in my capacity as an officer of (*Canadian Company name*), do hereby declare and certify as follows:

- i) I am familiar with Canada's ITB policy, goals and objectives.
- ii) I am aware of the meaning of Eligible Donor, as defined in Article 8 of the Terms and Conditions;
- iii) I understand and accept the responsibilities associated with acting as an Eligible Donor and strategic partner in the delivery of the Obligation on the (*insert project name*) project. These responsibilities may include sharing a portion of the Obligation, remedies, planning and undertaking Direct and Indirect Transactions, record keeping and supporting the prime contractor in the areas of annual reporting and verification.
- iv) My company has the capability and resources to undertake the role of Eligible Donor on this project.
- v) Failure to provide a certificate of Eligible Donor may result in the proposed Transaction being rejected pursuant to the Terms and Conditions. Provision of this certificate should not be seen as limiting the discretion of the ITB Authority in decisions related to the overall eligibility of specific Transactions submitted for approval.

IN WITNESS THEREOF THIS CERTIFICATE OF ELIGIBLE DONOR HAS BEEN SIGNED
THIS _____ DAY OF _____ BY THE SENIOR OFFICER WHO IS
DULY AUTHORIZED IN THAT BEHALF.

SIGNATURE

NAME AND TITLE OF OFFICER

AT: _____

APPENDIX C - TEMPLATE - ANNUAL REPORT

(Electronic copy available on ITB website)

Protected B (when completed)

GENERAL INFORMATION

Project Name:

Contractor Name:

ITB Manager:

Currency

Contract Award

Total # of Reporting Periods

Period #

Report Due Date

Date of Report

CONTRACTUAL OBLIGATIONS

Total Obligation:

Direct:

SMB:

Atlantic

N Ontario:

Ontario

Quebec

West

North

PART A – Overview

An overview and status of Work on the Project:

Please provide a very high level overview of the project over the past year, including any annual report highlights and the project schedule. Proposed length of response is 5-10 lines.

Progress Payments:

Please provide a brief written overview of the progress payment activities since contract award. Proposed length of response is 5-10 lines. In addition, please populate the Progress Payments Tab below.

[Progress Payments chart on excel]

Plans:

Please provide an overview of any substantive changes to the Plans, including changes to ITB officials working on the project. Please indicate if no changes are proposed. Proposed length of response is 5-10 lines.

Value Proposition Overview:

Please provide a detailed overview of each VP Commitment and related activity during the Reporting Period, along with a cumulative summary of the achievement status of each. Proposed length of response is 4-5 lines for each item, accompanied by the documentation as indicated.

PART B, C and D – Transactions

Please fill in all of the information requested in a chart format.

PART E – Additional Information**SMB and Regional Development Activities:**

Please provide an overview of the activities that were undertaken on this project with Small and Medium size Businesses. Include highlights of work activities undertaken during this period. Proposed length of response is 5-10 lines.

New, Changed or Cancelled Transactions:

Please provide a brief overview of any changes (listed by Transaction) including any cancelled, new or altered Transaction in the last Reporting Period. Ensure these changes are reflected in the Transaction Tab by highlighting in red all changes indicated below. Proposed length of response if dependent on the number of applicable Transactions.

Certificate of compliance:

Submission of this annual report should be accompanied by the completed and signed certificate of compliance. The template is available below.

Certificate of compliance
For Annual Reporting Purposes

WHEREAS Her Majesty the Queen in right of Canada as represented by the Minister of Public Works and Government Services (referred to herein as the Minister) on the ____ day of ____ has entered into contract with _____ for the Contract.

AND WHEREAS Such Contract requires that, as evidence of the achievement of Canadian content value (CCV) of Transactions and compliance with the *Lobbying Act*, the Contractor will submit a certificate of compliance to that effect to the ITB Authority;

NOW THEREFORE, The Contractor declares and certifies as follows:

- The information contained in the documents appended herewith, which applies to the reporting of the Transaction periods, is to the best of our knowledge and ability complete, true and correct;
- The information contained in the documents appended herewith is compliant with information contained in certificates of compliance submitted to the Contractor by Eligible Donors;
- The CCV shown in documents appended herewith have been determined in accordance with Article 9 of the Contract;
- The Contractor and all Eligible Donors are, subject to Article 22.2, in compliance with Canada's *Lobbying Act* with respect to this Contract.

IN WITNESS THEREOF THIS CERTIFICATE OF COMPLIANCE HAS BEEN SIGNED
THIS _____ DAY OF _____ BY THE SENIOR COMPTROLLER
WHO IS DULY AUTHORIZED IN THAT BEHALF.

SIGNATURE

NAME AND TITLE OF SENIOR COMPTROLLER

AT:_____

APPENDIX D – IF BUSINESS PLAN TEMPLATE

(Electronic copy available from ITB Authority)

The IF business plan describes the proposed IF project, details the specific activities, goals and duration, outlines how an investment will be used by the SMB, includes a market assessment and provides company information.

Template IF Business Plan
<i>Protected B (when completed)</i>
IF Transaction title:
Donor:
SMB Recipient:
Date:
Description of IF activity: <i>Provide a detailed description of the IF activity, including but not limited to: specific activities to be undertaken; goals; duration; value of the investment and how it will be used by the SMB; the anticipated impacts/outcomes for the SMB; and key IF activity assumptions and risks.</i> <i>Anticipated length: 8-10 paragraphs.</i>
Market Assessment: <i>Provide an outline of the opportunity, market size, key competitors, sales strategy and the donor/SMB Recipient's competitive advantage.</i> <i>Anticipated length: 3-5 paragraphs</i>
Company profile of SMB: <i>Provide a description of the SMB's operations, product lines, corporate structure and</i>

ownership.

Anticipated length: 2-3 paragraphs + organizational chart

Certification and signatures

WHEREAS the ITB policy requires that a proposed IF Transaction be accompanied by a business plan outlining the IF activity in detail;

NOW THEREFORE, we the undersigned, in our capacities as senior officers at the Donor and SMB Recipients, do hereby declare and certify that the information included in and attached to this business plan is complete, accurate and can be relied upon by the ITB Branch for the purposes of monitoring the compliance of the proposed IF Transaction.

IN WITNESS THEREOF THIS CERTIFICATION HAS BEEN SIGNED THIS _____ DAY OF _____, 20____ BY A SENIOR OFFICER WHO IS DULY AUTHORIZED IN THAT BEHALF.

Donor

Signature

Name and Title of Senior Officer

SMB Recipient

Signature

Name and Title of Senior Officer

ANNEX E – FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY- CERTIFICATION

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\) – Labour's website](#).

Date: _____ (YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

- ☐ A1. The Bidder certifies having no work force in Canada.
- ☐ A2. The Bidder certifies being a public sector employer.
- ☐ A3. The Bidder certifies being a federally regulated employer being subject to the Employment Equity Act.
- ☐ A4. The Bidder certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.

A5. The Bidder has a combined workforce in Canada of 100 or more employees; and

- ☐ A5.1. The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with ESDC-Labour.

OR

- ☐ A5.2. The Bidder certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- ☐ B1. The Bidder is not a Joint Venture.

OR

- ☐ B2. The Bidder is a Joint venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)

ANNEX G

DND 626 TASK AUTHORIZATION FORM

TASK AUTHORIZATION AUTORISATION DES TÂCHES

All invoices/progress claims must show the reference Contract and Task numbers. Toutes les factures doivent indiquer les numéros du contrat et de la tâche.		Contract no. – N° du contrat
		Task no. – N° de la tâche
Amendment no. – N° de la modification	Increase/Decrease – Augmentation/Réduction	Previous value – Valeur précédente
To – À	TO THE CONTRACTOR You are requested to supply the following services in accordance with the terms of the above reference contract. Only services included in the contract shall be supplied against this task. Please advise the undersigned if the completion date cannot be met. Invoices/progress claims shall be prepared in accordance with the instructions set out in the contract. À L'ENTREPRENEUR Vous êtes prié de fournir les services suivants en conformité des termes du contrat mentionné ci-dessus. Seuls les services mentionnés dans le contrat doivent être fournis à l'appui de cette demande. Prière d'aviser le signataire si la livraison ne peut se faire dans les délais prescrits. Les factures doivent être établies selon les instructions énoncées dans le contrat.	
Delivery location – Expédiez à		
Delivery/Completion date – Date de livraison/d'achèvement	<div style="display: flex; justify-content: space-between;"> Date _____ for the Department of National Defence pour le ministère de la Défense nationale </div>	
Contract item no. N° d'article du contrat	Services	Cost Prix
		GST/HST TPS/TVH
		Total
<p>APPLICABLE ONLY TO PWGSC CONTRACTS: The Contract Authority signature is required when the total value of the DND 626 exceeds the threshold specified in the contract.</p> <p>NE S'APPLIQUE QU'ÀUX CONTRATS DE TPSC : La signature de l'autorité contractante est requise lorsque la valeur totale du formulaire DND 626 est supérieure au seuil précisé dans le contrat.</p>		
<p>for the Department of Public Works and Government Services pour le ministère des Travaux publics et services gouvernementaux</p>		